TEACH Public Schools

TPS Governing Board Regular Meeting

Date and Time

Wednesday June 12, 2019 at 6:00 PM PDT

Location

1846 W. Imperial Highway, Los Angeles, CA 90047 Teleconference: (712) 451-0409 Access Code: 800073#

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be change without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting TEACH Public Schools during normal business hours at as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

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Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
	Opening Items			
A.	Call the Meeting to Order		Lori Butler	
B.	Record Attendance and Guests		Shawnna Lawson	1 m
C.	Public Comment	Discuss	Lori Butler	5 m

Board meetings are meetings of the Board of Directors and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the Board through the Chair of the Board. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must complete a Speaker Request Card and submit it to Matt Brown, Chief Operating Officer of TEACH Public Schools. The Speaker Request Card must contain speaker name, contact number or email, and subject matter and submitted to the COO or Superintendent prior to the start of the meeting. Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. However, the Board may give direction to staff following a presentation. The Chair is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. The Board of Directors may place limitations on the total time to be devoted to each topic if it finds that the numbers of speakers would impede the Board's ability to conduct its business in a timely manner. The Board of Directors may also allow for additional public comment and questions after reports and presentations if it deems necessary.

II.	**CONSENT ITEMS**			**6:06 PM**
	Academic Excellence			
A.	Consent Items	Vote	Lori Butler	1 m

Consent Items - Items under Consent Items will be voted on in one motion unless a member of the Board requests that an item be removed and voted on separately, in which case the Board Chair will determine when it will be called and considered for action. Due to the set-up of BoardOnTrack, approval of any board meeting minutes

		Purpose	Presenter	Time

will be done through consent and listed as items B-Z (as needed) under "Consent Items".

1. Approval of the June 12, 2019 Regular Board Meeting Agenda
2. Approval of March 6, 2019 Regular Meeting Minutes
3. Approval of April 30, 2019 Special Meeting Minutes
4. 2019 - 2020 Board Meeting Calendar
5. 2019-2020 Fiscal Policy
6. 2019-2020 Teacher Salary Schedule
7. Employer Contribution rates caps to health, dental, vision, life benefits
8. 403b 2.5% Employer Match
9. 2019-2020 Employee Handbook
10. TEACH 17/18 Taxes Form 990 & 568
11. 2019-2020 CharterSAFE Insurance Contract Renewal
12. CMO Management Service Agreements

B. Approval of March 6, 2019 Regular Board Meeting Minutes — Approve Minutes

C. Approval of April 30, 2019 Special Board Meeting Minutes — Approve Minutes

D. Board Meeting Calendar 2019-2020 — Vote

The regular board meeting dates for the 2019-2020 school year for TEACH Public Schools.

E. 2019-2020 Fiscal Policy — Vote

Annual review and approval of TEACH Public Schools Fiscal Policy and Procedure.

F. 2019-2020 Teacher Salary Schedule — Vote

The 2019-2020 teacher salary schedule is assumed in the 2019-2020 TEACH annual budgets presented for approval (Item C of Items Scheduled for Information and Potential Action)

G. Employer Contribution to Health, Dental, Vision, Life Benefits — Vote

		Purpose	Presenter	Time

Historically, TEACH has paid for 100% of eligible employees health, dental, vision and life insurance coverage. Starting July 1, 2019, employer contribution caps will be placed as described below:

- $350 per month (non-exempt) or 10% annual (exempt) employer contribution cap towards health, dental, vision and life insurance.

The employer contribution caps are assumed in the 2019-2020 TEACH annual budgets presented for approval (Item C of Items Scheduled for Information and Potential Action)

H. 403B Match — Vote — Matthew Brown

Updating our 403b plan to include a 2.5% employer match for exempt employees. Employees will vest in the matching program after completing their third (3) year with TEACH.

The 2.5% match is assumed in the 2019-2020 TEACH annual budgets presented for approval (Item C of Items Scheduled for Information and Potential Action)

I. 2019-2020 Employee Handbook — Vote — Matthew Brown

Annual employee handbook update includes changes to:

- employer contribution to health, dental, vision and life insurance
- 403b 2.5% Match
- Professional Dress

J. TEACH 17/18 Taxes Form 990 & 568 — Vote

The federal and state tax returns for TEACH Inc. as well as the LLC return for Cunningham and Morris LLC for the year ended June 30, 2018. (E-Filed)

K. Charter Safe 2019-2020 Contract Renewal — Vote

Annual insurance coverage contract exceeds $50,000 threshold requiring board approval.

L. CMO Management Service Agreements — Vote

Approval of the 19-20 CMO Management Service Agreements. CMO will receive 9.5% from each LEA.

III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION — 6:07 PM

CEO Support And Eval

		Purpose	Presenter	Time
A.	Board On Track Platform Introduction	Discuss	Matthew Brown	5 m

BoardOnTrack is an intuitive, easy-to-use, all-in-one online platform for your charter board. We provide the intuitive tools to help your board excel, and empower you to measure your performance through your own data, so you can govern for growth at every stage.

https://app2.boardontrack.com

Invite the board members to participate in the annual board assessment.
https://app2.boardontrack.com/boardAssessment/manage/543

B.	Financial Report	FYI	Theresa Thompson	12 m

April 2019 Financial Report

C.	2019-2020 TEACH Operating Budgets	Vote	Matthew Brown	10 m

2019-2020 Operating Budgets for:

- TEACH Tech Charter High School
- TEACH Academy of Technologies
- TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School
- TEACH Public Schools

D.	2019 - 2020 TEACH LCAPs & Federal Addendums	Vote	Matthew Brown	10 m

2019-2020 LCAPS & Federal Addendums For:

TEACH Tech Charter High School
TEACH Academy of Technologies
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

E.	Executive Compensation	Vote	Matthew Brown	5 m

Executive Compensation (SB 1436/Gov.Code 54953) Prior to the governing board taking final action in open session on executive compensation, the board must orally report a summary of the recommended salary, salary schedule, or compensation paid in the form of fringe benefits. The executive is the chief executive officer, a deputy chief executive officer or an assistant chief executive officer of the local agency.

F.	2019-2020 Back Office Contract	Vote	Matthew Brown	2 m

		Purpose	Presenter	Time
	Annual back office services contract exceeds $50,000 threshold requiring board approval.			
G.	2019-2020 Food Services Management Contract	Vote	Enrique Robles	5 m
	Annual NLSP Food Service Management Contract exceeds $50,000 threshold requiring board approval.			
H.	CompuGroup Medical Inc Service Agreement	Vote	Matthew Brown	5 m
	CALIFORNIA's Medi-Cal school billing option program reimburses schools the federal share of the maximum allowable rate for approved health-related services provided by qualified health service practitioners for Medi-Cal eligible students. Charge a 6% rate for any claims they help file on TEACH's behalf.			
I.	TEACH Public Schools Foundation	Vote	Matthew Brown	5 m
	Consideration and approval of creation of supporting organization.			
J.	TEACH Academy of Technologies Renewal Letter of Intent & Resolution	Vote	Matthew Brown	5 m
	In preparation for petition application intake the following is needed from the board: • Board Resolution • Governing Board Member Questionnaires • Resumes			
K.	Austin Dragon Board Member Application	Vote	Mildred Cunningham	5 m
	The board will vote on the board application of Austin Dragon for a two year board term.			
IV.	**Facilities Report**			**7:16 PM**
A.	TEACH Prep Facility Update- 8505 S. Western Ave.	FYI	Jimmy Morales	5 m
	Update on the site work for TEACH Prep future campus. Projected completion in July 2019. Demolition started May 28th 2019.			

		Purpose	Presenter	Time
V.	**School Site Reports**			**7:21 PM**
A.	TEACH Academy of Technologies • Introduction of Dr. Carranza • 2018-2019 CAASPP Results • Student Recruitment • 18-19 CSD Oversight Report	FYI	Greg Perez	5 m
B.	TEACH Tech Charter High School • Introduction of Dr. Woodley • 2018-2019 CAASPP Results • Student Recruitment	FYI	Frank Williams	5 m
C.	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School • PCSGP Higher Grant Award • Student Recruitment • 18-19 CSD Oversight Report	FYI	Sharon Rhee	5 m
VI.	**Closed Session**			**7:36 PM**
A.	Executive Director Evaluation	Discuss	Lori Butler	5 m
B.	CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Gov.Code section 54956.9(d)(1).) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Gov.Code section 54956.9(d)(1).) Case Name Unspecified: (disclosure would jeopardize settlement negotiations)	Discuss	Matthew Brown	5 m
VII.	**Closing Items**			**7:46 PM**
A.	Upcoming Meetings Wednesday July 24, 2019 at 6pm	FYI	Matthew Brown	1 m

		Purpose	Presenter	Time

- School Site Parent/Student Handbooks
- Site Based Teacher Handbooks
- Attendance Policy
- Independent Study Policy
- Parental Involvement Policy
- Homeless Policy
- ASES Contract
- TEACH Academy of Technologies Renewal Update

B. Form 700 — FYI — Shawnna Lawson — 5 m

Filing a Form 700 - Statement of Economic Interests (SEI) is a state-mandated requirement for individuals who make decisions or advise on decision making at any government agency in California. The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Under the Act, these individuals are required to disclose assets and income, which may be materially affected by their official actions.

C. BOARD MEMBER COMMENTS — Discuss — Lori Butler — 5 m

Time for board members to make any public comments.

D. Adjourn Meeting — Vote — Lori Butler

Coversheet

Approval of March 6, 2019 Regular Board Meeting Minutes

Section:	II. CONSENT ITEMS
Item:	B. Approval of March 6, 2019 Regular Board Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for TPS Governing Board Regular Meeting on March 6, 2019

APPROVED

TEACH Public Schools

Minutes

TPS Governing Board Regular Meeting

Date and Time
Wednesday March 6, 2019 at 6:00 PM

Location
TPS Governing Board Regular Meeting

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Directors Present

E. Turner, J. Lobdell, K. Piazza, L. Butler, S. Tucker (remote)

Directors Absent
J. Shahbaz

Ex Officio Members Present
M. Brown, M. Cunningham

Non Voting Members Present
M. Brown, M. Cunningham

Guests Present
Dr.Bradley, Dr.Hughes, E. Robles, F. Williams, G. Perez, J. Morales, R. Carranza, S. Lawson, S. Rhee, Shawnna Lawson, T. Thompson

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I. Opening Items

A. Call the Meeting to Order

L. Butler called a meeting of the board of directors of TEACH Public Schools to order on Wednesday Mar 6, 2019 at 6:03 PM.

B. Record Attendance and Guests

C. Public Comment

II. CONSENT ITEMS

A. Consent Items

K. Piazza made a motion to approve the March 6, 2019 consent agenda.
J. Lobdell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Piazza	Aye
J. Lobdell	Aye
L. Butler	Aye
J. Shahbaz	Absent
E. Turner	Aye
S. Tucker	Aye

B. Board Adoption of March 6, 2019 Agenda

C.

Approval of January 31, 2019 Special Board Meeting Minutes

D. Consolidated Applications Reporting (ConApp) for TEACH Tech & TEACH Academy

E. Approval of CLA Engagement Letter Independent Auditor

III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION

A. Board On Track Platform Introduction

Matt Brown gave an explanation of the new Board on Track system. Everyone has created an account with their email. The point of having this system is to measure our performance by tracking our data by governing our growth at every stage. He also created a link for our board members with a survey to give their opinion of this new system.

B. Financial Report

Theresa Thompson of Charter Impact presented the January financial report. TEACH Public Schools, Teach Academy, Tech and Prep have projected positive cash flow and fund balance for the end of the fiscal year. Theresa went over enrollment and ADA revenue based on the budget for all sites. K.Piazza ask if it was based on pupil or attendance? Theresa explain ADA is attendance, not enrollment.

C. 2nd Interim Reporting

K. Piazza made a motion to approve 2nd Interim Reporting.
J. Lobdell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Piazza	Aye
S. Tucker	Aye
J. Shahbaz	Absent
L. Butler	Aye
J. Lobdell	Aye
E. Turner	Aye

D. PCSGP Fiscal Training

Theresa presented a fiscal training for the board as part of the PCSGP grant award requirement.

E. TEACH Academy of Technologies LAUSD Oversight Report

Mr. Brown presented the LAUSD Oversight Report for TEACH Academy of Technologies. While the school received its highest scores in its history, the leadership team was

disappointed by the score of 2 in fiscal and was challenging the district. Base on the LAUSD rubric, TEACH Academy met 14 of 15 criteria for a 3 score. The sole are missed was the vague criteria "There are no significant recurring issues". Mr. Brown shared with the board a letter addressing the score that will be sent to LAUSD CSD. The board congratulated the team on the scores and supported the letter to LAUSD regarding the fiscal score.

F. TEACH Academy of Technologies Renewal Update & CCSA Site Visit

TEACH Academy of Technologies charter term ends June 30, 2020. A renewal petition will be submitted in the late summer/early fall of 2019. (CCSA) visited to evaluate the TEACH Academy academic program and provide support. TEACH will continue to work with CCSA during the renewal process in implemented strategies of improvement.

G. 2019 - 2020 Budgeting & LCAP

The board will be presented with a preliminary budget April 30th, 2019 for review with a final budget for a vote at the June 12, 2019 TEACH Board of Directors Meeting.

H. Employee Benefits - Employer Contributions

Mr. Brown discussed employer contribution rates towards employee benefits in the 2019 fiscal year (July 1, 2019).

I. 2019-2020 TEACH Public Schools Academic Calendar & Instructional Minutes

J. Lobdell made a motion to approve 2019-2020 TEACH Public Schools Academic Calendar. K. Piazza seconded the motion.
K. Piazza seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Tucker	Aye
K. Piazza	Aye
J. Lobdell	Aye
L. Butler	Aye
J. Shahbaz	Absent
E. Turner	Aye

J. Request for Proposals (RFP)

K. Piazza made a motion to approve RFP bids for janitorial services, meal program, and back office. J.Lobdell second.
J. Lobdell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

E. Turner	Aye
K. Piazza	Aye

Roll Call

L. Butler Aye
J. Shahbaz Absent
S. Tucker Aye
J. Lobdell Aye

K. Form 700

S.Lawson went over 700 forms with board members. Explaining how to fill out and when they're due to the district with their schedule summary attached if any.

IV. Facilities Report

A. TEACH Prep Facility Update- 8505 S. Western Ave.

Mr. Jimmy Morales went over the new TEACH Prep site project. Red Hook closed on this property. There were pictures presented of the layout plan. TEACH is working with Red Hook on tenant improvements at the site. He explained the new entry door for the safety of the kids. Our goal is to finish up the end of July to open for August.

B. TEACH Tech 10600 Property Update

Mr. Morales presented an update on the 10600 parking lot and facility, including the added signs and painted the building.

C. California Energy Commission 0% Interest Loan Program

Table until more information gets presented from the consultant on how much to request.

V. School Site Reports

A. TEACH Academy of Technologies

Principal Perez discussed attendance and ADA. K.Piazza ask if it was a full day absents or tardies. G. Perez informs the board that one thing they have implemented to support attendance is an app called "ParentSquare". G.Perez express that he notices that the majority are from grades 6th and 7th which are the larger amount of students. E. Robles explains how ParentSquare notifies the parents of any absent and how parents can comment back through that system.

B. Every Student Succeeds Act - Additional Target Support and Improvement

Principal Perez spoke on having Saturday school to support student missing school and instruction time. He also touched on assessment material and monthly progress reports for the students to track the data.

C. TEACH Tech Charter High School

Principal Williams spoke on attendance at the high school. With having older students they have more say in themselves coming to school. The parents are sometimes unaware of them not coming when making phone calls to follow up on the children absent.
Mr. Williams described strategies to engage and incentivize students to attend school. There are also attendance patterns of student absences. Mr. Brown stated that the team will be working on an updated attendance and independent study program for 19-20 school year.

D. Overnight Field Trips - TEACH Tech Charter High School

S. Tucker made a motion to approve overnight field trip at Camp Whittle Big Bear.
K.Piazzza second it.
K. Piazza seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

E. Turner	Aye
K. Piazza	Aye
J. Shahbaz	Absent
L. Butler	Aye
S. Tucker	Aye
J. Lobdell	Aye

E. TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Principal Rhee discussed oversight visit preparation and student assessment. Students are finishing dibbles assessments in language arts which will been inputted in Illuminate for tracking and creating intervention plans. TEACH Prep will be hosting a parent potluck to update them on the new facility. She mentions that attendance is low primarily on rainy days and parents not having transportation. She also spoke on recruitment plans and things that she has done towards recruiting (ex going to daycares and block party).

VI. Closed Session

A. Public Employee Discipline/Dismissal/Release (Gov. Code section 54957(b))

Employee discipline matter discussed. No action taken.

VII. Closing Items

A. Upcoming Meetings

B. BOARD MEMBER COMMENTS

C. Adjourn Meeting

K. Piazza made a motion to adjourn the meeting.

J. Lobdell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Tucker Aye
K. Piazza Aye
J. Shahbaz Absent
E. Turner Aye
J. Lobdell Aye
L. Butler Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 PM.

Respectfully Submitted,
L. Butler

Coversheet

Approval of April 30, 2019 Special Board Meeting Minutes

Section:	II. CONSENT ITEMS
Item:	C. Approval of April 30, 2019 Special Board Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for April 30 Special Board Meeting on April 30, 2019

APPROVED

TEACH Public Schools

Minutes

April 30 Special Board Meeting

Date and Time
Tuesday April 30, 2019 at 6:00 PM

Location
1846 W. Imperial Hwy. Los Angeles, CA 90047

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Directors Present

J. Lobdell, K. Piazza, L. Butler (remote), L. Castillo, S. Tucker

Directors Absent
E. Turner

Guests Present
M. Brown, M. Cunningham, M. Pimienta, R. Carranza, S. Lawson, Steve Sepassi

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I. Opening Items

A. Call the Meeting to Order

L. Butler called a meeting of the board of directors of TEACH Public Schools to order on Tuesday Apr 30, 2019 at 6:00 PM.

B. Record Attendance and Guests

C. Public Comment

II. CONSENT ITEMS

A. Consent Items

K. Piazza made a motion to Approve Consent Items.
J. Lobdell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Tucker	Aye
K. Piazza	Aye
L. Butler	Aye
E. Turner	Absent
J. Lobdell	Aye
L. Castillo	Aye

III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION

A. Board Member Nomination - Luz Castillo

K. Piazza made a motion to nominate new board member Luz Castillo to join the board effective May 1st, 2019 for a two year term.
J. Lobdell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

L. Butler	Aye
J. Lobdell	Aye

Roll Call

S. Tucker Aye
E. Turner Absent
K. Piazza Aye
L. Castillo Aye

B. Board Member Nomination - Spencer Burrows

J. Lobdell made a motion to nominate new board member Spencer Burrows to join the board effective May 1st, 2019 for a two year term.
S. Tucker seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

L. Butler Aye
E. Turner Absent
L. Castillo Aye
K. Piazza Aye
J. Lobdell Aye
S. Tucker Aye

C. Financial Report

Mr. Brown informed the board the final version of the March financials would be send to them May 1, 2019.

D. 2019 - 2020 Budgeting

Mr. Brown updated the board on the draft budget for the 2019-2020 Fiscal Year, including enrollment projections, plans to cap employer contributions to health benefits, offer a 2.5% 403B match, and a 5% employee bonus structure based on ADA goals and fund balance & cash goals to end the 19-20 fiscal year. Mr. Brown will send a preliminary draft budget to the board on May 1, 2019 for review.

IV. Closed Session

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).)

Discussed pending litigation with legal counsel. Nothing to report.

V. Closing Items

A. Upcoming Meetings

Next scheduled board meeting is June 12, 2019, at 6 pm.

B. BOARD MEMBER COMMENTS

C.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:24 PM.

Respectfully Submitted,
L. Butler
K. Piazza made a motion to adjourn the meeting.
L. Castillo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

K. Piazza	Aye
E. Turner	Absent
L. Butler	Aye
J. Lobdell	Aye
S. Tucker	Aye
L. Castillo	Aye

Coversheet

Board Meeting Calendar 2019-2020

Section: II. CONSENT ITEMS
Item: D. Board Meeting Calendar 2019-2020
Purpose: Vote
Submitted by:
Related Material: Calendar Board Meeting Dates 2019-20v2 TPS.pdf

2019-2020 BOARD MEETINGS CALENDAR

Enter Name of School: [TEACH Public Schools]

All meetings are at: [6:00pm]

Meetings are held at: [1846 W. Imperial Hwy. Los Angeles, CA 90047]

Meetings will be held on the following dates:

7/24/2019

8/28/2019

9/25/2019

10/23/2019

11/20/2019

12/11/2019

1/29/2020

2/26/2020

3/25/2020

4/22/2020

5/13/2020

6/17/2020

DRAFT

Coversheet

2019-2020 Fiscal Policy

Section: II. CONSENT ITEMS
Item: E. 2019-2020 Fiscal Policy
Purpose: Vote
Submitted by:
Related Material: June 2019 Fiscal Policies and Procedures Draft.pdf

TEACH Public Schools

Fiscal Policies and Procedures

DRAFT

TEACH Public Schools
Fiscal Policies and Procedures

OVERVIEW AND GENERAL BUSINESS POLICIES

The Board of TEACH Public Schools, governing TEACH Academy of Technologies, TEACH Tech High School and TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School (or "School") has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board approves financial policies and procedures, delegate's administration of the policies and procedures to the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and reviews operations and activities on a regular basis.

2. The Executive Director has responsibility for all operations and activities related to financial management. However, the Board and Executive Director can appoint or delegate someone else to perform the responsibilities.

3. Financial duties and responsibilities must be separated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.

4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:

    a. expenditures are authorized by and in accord with amounts specified in the board-adopted budget,

    b. the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and

    c. all transactions are recorded and documented in an appropriate manner.

DRAFT

<u>Budget Development, Oversight Calendar and Responsibilities</u>

The School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

January - April

Charter Impact works with Executive Director, Superintendent and Chief Operating Officer/Chief Financial Officer to review Governor's proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget

projection is developed in accordance with the schools' established strategic and growth plans.

Budget Development, Oversight Calendar and Responsibilities (*continued*)

May – June

Charter Impact and the Executive Director, Superintendent and Chief Operating Officer/Chief Financial Officer reviews revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year before June 20. A copy of the final budget is provided to the charter-granting agency.

July – August

Books for prior fiscal year are closed by Charter Impact, all transactions are posted, and records assembled for audit.

The budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

DRAFT

September – December

The independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

At the end of the first full week of school, the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The Executive Director address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to charter-granting agency.

On a monthly basis, the Executive Director, Superintendent and Chief Operating Officer/Chief Financial Officer and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by Charter Impact. The Board approves any needed changes to the annual budget.

Budget Transfers

TEACH Public Schools
Fiscal Policies and Procedures

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer may transfer up to $10,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

Banking Arrangements

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over $50,000 must be signed by two authorized signatories. Charter Impact will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis.

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Record Keeping

Transaction ledgers, duplicate unsigned checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Charter Impact will retain electronic records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.

Property Inventory

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer shall establish and maintain an inventory of all non-consumable goods and equipment worth over $1,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after end of the school year. Any excess or surplus property owned by the school may be sold or auctioned by the Executive Director, Superintendent or Chief Operating

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Officer/Chief Financial Officer provided the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer engages in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of $1,000 shall be approved in advance by the Board.

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will immediately notify Charter Impact of all cases of theft, loss, damage or destruction of assets.

Attendance Accounting

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
2. The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.
3. Independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

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Annual Financial Audit

The Board will annually appoint an audit committee by January 1 to oversee the independent auditors for that fiscal year. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and in conjunction with (1) and (2) above, review the school's internal controls over financial reporting. The audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars if the School spends in excess of the amount which requires an audit. The Audit shall be completed, reviewed by the Board, and submitted to the

charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

Required Budget and Other Fiscal Reports

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Date System, and other related data.

Property and Liability Insurance

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The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self-insured retention of no more than $50,000 per occurrence and limit of no less than $5 million per occurrence. The school's Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and other staff who manage funds shall be placed under a fidelity bond.

Board Compensation

Board members may not receive compensation for their services as directors or officers. They may receive reimbursement of expenses by resolution to be just and reasonable as to the time the resolution is adopted.

Fundraising, Grant Solicitation, and Donation Recognition

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or

categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting for them. Except as otherwise provided in these policies, the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer may enter into contracts and agreements not to exceed $50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of $50,000 must be submitted for board approval and may be executed by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer or other person specifically designated by the Board after the Board has duly approved the contract or agreement. Board approval is only required if a contract is entered into that exceeds $50,000 in value or an individual transaction exceeds the $50,000 threshold. The $50,000 board approval threshold does not apply to cumulative expenditures that may exceed $50,000 in a fiscal year if no contract exists.

Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over $25,000. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Office Manager will obtain a W-9 from the contract service provider prior to submitting any requests for payments to Charter Impact.

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and/or Member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

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PURCHASING AND VENDOR PAYMENT

Segregation of Duties

The School will develop and maintain purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget. In the absence of a vendor invoice, the School will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in an electronic general ledger maintained by Charter Impact. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

General Purchasing Procedures

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Purchases of individual items and services over $50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted and such documentation shall be maintained for three years. Purchases in excess of $50,000 must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services. While the lowest possible cost will always be reasonably secured, bidding and documentation of a good faith effort is not needed for cumulative expenditures that may exceed $50,000 in a fiscal year if no contract exists or if no individual good or service exceeds $50,000 in cost.

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts and non-budgeted expenses over $50,000.

When approving purchases, the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer must:

a. Determine if the expenditure is budgeted

b. Determine if funds are currently available for expenditures (i.e. cash flow)

c. Determine if the expenditure is allowable under the appropriate revenue source

d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations

e. Determine if the price is competitive and prudent.

Any individual making an authorized purchase on behalf of the school must provide Charter Impact with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer may authorize an individual to use a school debit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and/or Governing Board. The following provisions apply to debit card purchases:

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1. The school card will be kept under locked supervision in the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer's office, and authorized individuals must sign the debit card out and must return the debit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer.
2. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.
3. Debit cards will bear the names of both the Schools and the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer .

Petty Cash

The Office Manager will manage the petty cash fund, which will be capped at $200. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Office Manager and Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will have keys to the petty cash box and drawer or file cabinet. All disbursements will require documentation of purchase. A register receipt for all purchases must be provided. The following are general petty cash operating procedures:

1. At all times the petty cash box will contain receipts and cash totaling $200. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Office Manager within 24 hours of withdrawing the petty cash.

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2. When expenditures total $200 (when cash balance is reduced to $0), the Office Manager will total the disbursements, complete a Petty Cash Reimbursement Form, and obtain the approval of the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer. This should be done on at least a quarterly basis. The supporting receipts will be attached to the reimbursement request form and forwarded to Charter Impact.
3. Petty cash fund reimbursement checks will be made payable to the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer.
4. Any irregularities in the petty cash fund will be immediately reported in writing to the Executive Director, Superintendent and Chief Operating Officer/Chief Financial Officer.
5. Charter Impact will conduct surprise counts of the petty cash fund.

Purchase Orders

Non-recurring purchases should be accompanied by a purchase order, which must be approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer.

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1. The Principals, Assistant Principals, Directors, Coordinators and Office Mangers all have the ability to generate a PO request in Office Books.
2. The PO is then automatically sent in Office Books to the Executive Director, Superintendent and/or Chief Operating Officer/Chief Financial Officer for approval.
3. Once approved, the PO is then emailed to the vendor or copied and mailed for confirmation.

Payment Authorization

All original invoices will be forwarded to the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer for approval.

1. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will carefully review each invoice, attach all supporting documentation (including a PO), and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to Charter Impact with the invoice.
2. Once approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer should be

aware of invoice due dates to avoid late payments). Charter Impact will then process the invoices with sufficient supporting documentation.

3. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer may authorize Charter Impact to pay recurring expenses (e.g. utilities, leases, etc.) without the Executive Director, Superintendent of Chief Operating Officer/Chief Financial Officer's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.

Accounts Payable Checks

The Governing Board will approve, in advance, the list of authorized signers on the school account. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and any other employee authorized by the Governing Board may sign bank checks within established limitations.

1. Charter Impact does not use pre-printed check stock to avoid the risk of theft.
2. When there is a need to generate a check, the District Office Manager will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or Check Request Form.
3. Once approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer, Charter Impact prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
4. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and Board Treasurer/Chief Financial Officer will co-sign checks in excess of $50,000 for all non-recurring items. All checks less than $50,000 require only the signature of the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer.
5. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
6. Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.
7. Charter Impact will distribute the checks and vouchers as follows:
    a. Original – mailed or delivered to payee
    b. Duplicate or voucher – attached to the invoice and filed by vendor name by a Charter Impact accountant.
    c. Cancelled Checks – maintained with the banking institution.
    d. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to Charter Impact who will attach any other related documentation as appropriate.

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Bank Reconciliations

Bank statements will be received directly, unopened, by a district office staff member that does not have access to cash or the authority to approve payments or electronically. This staff member then scans and emails the statement to Charter Impact (or Charter Impact may be granted view-only online access). Once the statement is received:

1. Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
2. Charter Impact will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
3. Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer.

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CASH RECEIPT MANAGEMENT

General Procedures for Non-Governmental Cash Receipts

For all fundraising activities approved by the board, the School will establish internal controls to ensure the safeguarding of assets. The following are general procedures for recurring activities:

1. All fundraising activities must receive written preapproval from the Executive Director Superintendent, or Chief Operating Officer/Chief Financial Officer.
    a. All funds must be collected by the District Office Manager and deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.
    b. The District Office Manager and one other district staff member will jointly open the lock box to verify the cash/check amounts, and sign off on the amounts received.
    c. The lock box will be emptied at least two times per week, corresponding to days when deposits are made.
2. All checks will be immediately endorsed with the school deposit stamp, containing the following information: "For Deposit Only"
3. A deposit slip will be completed by the District Office Manager and initialed by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.

4. Deposits totaling greater than $2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than $2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.
5. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to Charter Impact to be filed and recorded weekly.

Volunteer Expenses

All volunteers will submit a purchase requisition form to the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer for all potential expenses. Only items with prior written authorization from the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will be paid/reimbursed.

Returned Check Policy

A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by Charter Impact or the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

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In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and/or Governing Board. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and/or Governing Board.

HUMAN RESOURCES AND PAYROLL

Payroll Services and Setup

Charter Impact prepares payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director, Superintendent, Chief Operating Officer/Chief Financial Officer or Assistant Superintendent will establish and oversee

a system to prepare time and attendance reports and submit payroll check requests. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will review payroll statements each pay period to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the Assistant Superintendent and District Office Manager will be responsible for the creation of a personnel file will with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Timesheets

All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

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Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer for further guidance.

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Payroll Processing

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The Principal or Assistant Superintendent will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. For school site salaried employees, employees must sign into a log book to verify working days for accuracy. The Assistant Superintendent will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

For substitute teachers, the Office Manager will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer will notify Charter Impact of all authorizations for approved stipends.

Payroll is processed within 10 days after the period in which it is earned for hourly employees.

1. The signatory supervisor will submit a Payroll Summary Report of timesheets to Charter Impact for processing.
2. Charter Impact will prepare the payroll worksheet based on the summary report.
3. The payroll checks (if applicable) will be delivered to the district office. The Superintendent, COO/CFO or Assistant Superintendent will document receipt of the paychecks and review the payroll checks prior to distribution.

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Payroll Taxes and Record Keeping

Paychex will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Paychex will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer, and submit the forms to the state on behalf of the school.

The designated school employee will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated school employee will immediately notify the Assistant Superintendent or COO/CFO if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.

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2. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.

Expense Reports

Employees will be reimbursed for expenditures within thirty (30) business days of presentation of appropriate documentation. Receipts or other appropriate documentation will be required for all expenses over five dollars and all reports must be approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer. Expenses greater than two months old will not be reimbursed.

Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer expense reports must be approved by a another staff member (one of the other three not receiving the reimbursement) and always be submitted to Charter Impact for processing and payment, petty cash may not be used.

Travel

Employees will be reimbursed for mileage when the activity is pre-approved by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer must pre-approve all out of town travel. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.

Travel advances require written approval from the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and receipts for all advanced funds not returned. After the trip, the employee must enter all of the appropriate information on a Travel Expense Report and submit it to the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer for approval and then on to Charter Impact for processing. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

Telephone Usage

Employees will not make personal long distance calls on the telephones without prior approval from a supervisor. Employees will reimburse the school for all personal telephone calls.

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Fiscal Policies and Procedures

FINANCE AND FINANCIAL REPORTING

Monthly Reporting

Charter Impact will submit a monthly financial report including:

a. Statement of Financial Position
b. Budget vs. Actual Report
c. Monthly Forecast
d. Accounts Payable Aging
e. Monthly Check Register

The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

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Third Party Loans

The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, a promissory note will be prepared and signed by the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer before funds are borrowed.

Fund Balance Reserve

A cash reserve of at least 5% of the annual expenses will be maintained. Charter Impact will provide the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer with a Statement of Financial Position on a monthly basis. It is the responsibility of the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer and the Governing Board to understand the school's cash situation. It is the responsibility of the Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer to prioritize payments as needed. The Executive Director, Superintendent or Chief Operating Officer/Chief Financial Officer has responsibility for all operations and activities related to financial management.

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INTERSCHOOL TRANSFERS AND LOANS

Background:

The use of intercompany transfers or loans from one charter school to another charter school operated by the same nonprofit charter school management organization has been deemed appropriate by various charter school authorizers, review by the IRS and the California State Controller's Office. Furthermore, according to the legal counsel for the California State Auditor's Office, 'a nonprofit public-benefit corporation that operates multiple charter schools may temporarily loan state apportionment funds between schools, so long as the loan does not adversely affect the public school purposes of the charter school that loans the funds.

The Board of Directors of TEACH Public Schools has established a policy that permits schools that it operates to obtain temporary working capital. This is accomplished by transferring reserve funds from one or more schools with a surplus to a school with a financial need. In addition, due to the nature of operating related schools, transactions such as payroll, taxes, split invoices, etc. will need to be paid from a single bank, while the expenses belong to multiple schools/business segments. Such transactions create intercompany receivables and liabilities.

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These interschool loans, receivables and liabilities will be subject to Board approval if the balance exceeds $350,000 at any one point in time. This includes balances between schools and related management organization under TEACH Inc. Lending will not be allowed unless the lending school has sufficient capital to lend without having an adverse impact on the educational program. The borrowing school must demonstrate a specific need and shall repay the entire loan in a timely manner. A monthly update on any and all outstanding interschool loans and balances shall be provided to the Board of Directors that shall include an update on each schools financial position, amount that has been repaid, amount outstanding and anticipated repayment date.

Coversheet

2019-2020 Teacher Salary Schedule

Section: II. CONSENT ITEMS
Item: F. 2019-2020 Teacher Salary Schedule
Purpose: Vote
Submitted by:
Related Material: TEACH Salary Schedule 19-20 draft.pdf

TEACH Public Schools
Teacher Salary Schedule

Salary Schedule for 2019 - 2020

		Alternate Certification (U-Intern)	Credential (Prelim., Prof. Clear or Cl		
Step	Years Exp.		BA	BA + 30	BA + 60
1	0	46,002	53,441	53,974	54,514
2	1	46,807	54,083	54,624	55,170
3	2	47,626	54,407	54,951	55,499
4	3	48,459	54,728	55,275	55,828
5	4	49,307	55,050	55,600	56,157
6	5	49,307	56,016	56,575	57,141
7	6	49,307	57,625	58,202	58,784
8	7	49,307	59,558	60,152	60,754
9	8	49,307	61,166	61,778	62,395
10	9	49,307	62,386	63,013	63,643
11	10	49,307	63,637	64,274	64,916
12	11	49,307	64,909	65,560	66,214

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Salary Bonus

- **Teachers will earn a 2.5% bonus each semester their school meets budgeted ADA. (ADA target is based on 19-20 board approved annual budget. ADA is measured by P1 & P2 attendance reports.) Earned bonuses will be paid out in December and June.**

Shortage Areas Bonuses

- **Preliminary and Clear Credentialed Math, Science and Special Education teachers are eligible for salary bonuses of $1000 per semester. (Paid out in December & June)**

Sick Days

- **Teachers receive 6 sick days (48 hours) annually. Sick days may be cashed out at the end of the year at $22 per hour.**

BTSA

- **TEACH will reimburse teachers up to $1000 per semester towards teachers BTSA Induction Program.**

Years' Experience

- **TEACH will honor up to 5 years of outside fully credentialed teaching experience (Step 5)**



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Coversheet

403B Match

Section: II. CONSENT ITEMS
Item: H. 403B Match
Purpose: Vote
Submitted by:
Related Material: B1NCA0033217_Teach, Inc_403(b) ASCi Adoption Agreement.pdf
VS 403(b) BPD 08-004 - Governmental.pdf

AXA Equitable Life Insurance Company
VOLUME SUBMITTER GOVERNMENTAL 403(b) PLAN
ADOPTION AGREEMENT #004
For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Volume Submitter Governmental 403(b) Plan Adoption Agreement (the "Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions) and After-Tax Employee Contributions. The selections under the Match column apply to Matching Contributions under AA §6B and selections under the ER column apply to Employer Contributions under AA §6.

As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code. Also, as a Governmental Plan, this Plan is not subject to Title I of ERISA and may make elections under this Adoption Agreement accordingly.

All elections the Employer makes under the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement(s) and any applicable state or local law.

SECTION 1
EMPLOYER INFORMATION

The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the Favorable IRS Letter.

1-1 **EMPLOYER INFORMATION:**

Name: TEACH, Inc.

Address: 10000 South Western

City, State, Zip Code: Los Angeles, CA 90047

Telephone: (323) 750-8471

1-2 **EMPLOYER IDENTIFICATION NUMBER (EIN):** 95-4856901

1-3 **TYPE OF EMPLOYER: (Select (a) or (b))**

☑ (a) Public School (as defined in Section 1.99 of the Plan)

☐ (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.38 of the Plan)

1-4 **EMPLOYER'S TAX YEAR END:** The Employer's tax year ends 06/30

1-5 **RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?

☐ Yes

☑ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[***Note:*** *This AA §1-5 is for informational purposes. The failure to identify all Related Employers under this AA §1-5 will not jeopardize the qualified status of the Plan.*]

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME:** Teach, Inc 403(b) Plan

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2-2 **PLAN NUMBER:** 001

2-3 **TYPE OF PLAN: (Check one of (a)-(c) and, if applicable, (d).)**

☐ (a) Custodial Account under Code §403(b)(7)

☐ (b) Annuity Contract under Code §403(b)(1)

☑ (c) Combination Custodial Account and Annuity Contract

☐ (d) The Plan is intended to be a FICA Replacement Plan

[***Note:*** *Employers may not use this Adoption Agreement to adopt a retirement income account under Code §403(b)(9).*]

2-4 **PLAN YEAR:**

☑ (a) Calendar year.

☐ (b) The 12-consecutive month period ending on _____ each year.

☐ (c) The Plan has a Short Plan Year running from ____ to ____.

2-5 **FROZEN PLAN**: Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

☐ This Plan is a frozen Plan effective _____.

[***Note:*** *As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-6 **MULTIPLE EMPLOYER PLAN:** Is this Plan a Multiple Employer Plan as defined in Section 1.81 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

☐ (a) Yes

☑ (b) No

2-7 **PLAN ADMINISTRATOR:**

☑ (a) The Employer identified in AA §1-1.

☐ (b) Name: _____

Address: _____

Telephone: _____

[***Note:*** *To the extent an individual is named in this AA §2-7 does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.93 of the Plan.)*]

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

Deferral	Match	ER	
☑	☐	☐	(a) No exclusions
N/A	☐	☐	(b) Collectively Bargained Employees (as defined in Section 1.28 of the Plan)
☐	☐	☐	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
☐	☐	☐	(d) Student Employees (as defined in Section 1.130 of the Plan)
☐	☐	☐	(e) Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the Plan).

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Deferral	Match	ER		
☐	☐	☐	(f)	Employees eligible for a governmental Code §457(b) plan
☐	☐	☐	(g)	Employees eligible for a 401(k) or another 403(b) plan sponsored by the Employer
☐	N/A	N/A	(h)	Employees whose contribution would be $200 or less
N/A	☑	☐	(i)	Other: Employees who work less than 40 hours per week

[***Note:*** *With respect to any election to exclude Employees under (e) or (i) above, the Employer must satisfy the requirements under Treas. Reg. §§1.403(b)-5(b)(ii) and (iii)(B) under which the Employer may elect to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.*]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

[***Note:*** *As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan. If a different minimum service requirement applies for the same contribution type for different groups of Employees or for different contribution formulas, such differences may be described below.

Match	ER		
☑	☐	(1)	There is no minimum service requirement for participation in the Plan.
☐	☐	(2)	One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
☐	☐	(3)	The completion of at least ____ [*cannot exceed 1,000*] Hours of Service during the first ___ [*cannot exceed 12*] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).)

☐	☐	(4)	The completion of ___ [*cannot exceed 1,000*] Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]
☐	☐	(5)	Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "part-time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

☐ (A) There is no minimum service requirement for participation in the

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Match	ER	
		Plan.
		☐ (B) The completion of at least ___ [*cannot exceed 1,000*] Hours of Service during the first ___ [*cannot exceed 12*] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
		☐ (C) Under the Elapsed Time method as defined in AA §4-3 below.
		☐ (D) Describe: _____
		[***Note:*** *Any conditions provided under (D) must satisfy the pre-ERISA eligibility requirements.*]
		(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
		☐ (A) ___ hours per week.
		☐ (B) ___ hours per month.
		☐ (C) ___ hours per year.
☐	☐	(6) Two (2) Years of Service.
☐	☐	(7) Under the Elapsed Time method as defined in AA §4-3 below.
☐	☐	(8) Describe eligibility conditions: _____
☐	☐	Describe eligibility conditions: _____

[***Note:*** *Any conditions on eligibility must satisfy the pre-ERISA requirements. An eligibility condition under this AA §4-1 may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3).*]

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Match	ER	
☑	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	(2) Age 21.
☐	☐	(3) Age 20½.
☐	☐	(4) Age ___.

☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[***Note:*** *This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.*]

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Match	ER	
☑	☐	(a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
☐	☐	(b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.
☐	☐	(c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
☐	☐	(d) **Monthly.** The first day of each calendar month.
☐	☐	(e) **Payroll period.** The first day of the payroll period.

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Match	ER		
☐	☐	(f)	**The first day of the Plan Year.** [*See Section 2.03(b)(2) of the Plan for special rules that apply.*]

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

Match	ER		
☐	☐	(g)	**next following** satisfaction of the minimum age and service requirements.
☐	☐	(h)	**coinciding with or next following** satisfaction of the minimum age and service requirements.
☐	☐	(i)	**nearest** the satisfaction of the minimum age and service requirements.
☐	☐	(j)	**preceding** the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Match	ER		
☐	☐	(k)	**Describe** any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

[***Note:*** *Any special rules must satisfy the pre-ERISA eligibility requirements and may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3).*]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) do NOT apply. Governmental Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

Match	ER		
☐	☐	(a)	**Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.
☐	☐	(b)	**Eligibility Computation Period.** The Plan will use Anniversary Years for all Eligibility Computation Periods.
☐	☐	(c)	**Elapsed Time method.** Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ___ period of service to participate in the Plan. [***Note:*** *Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.*]

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Match	ER	
☐	☐	(d) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. Hours of Service for eligibility will be determined under the following Equivalency Method: ☐ (3) **Monthly.** 190 Hours of Service for each month worked. ☐ (4) **Weekly.** 45 Hours of Service for each week worked. ☐ (5) **Daily.** 10 Hours of Service for each day worked. ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.
☐	☐	(e) **Nonvested Participant Break in Service rule applies.** Service earned prior to a Nonvested Participant Break in Service (as defined in Section 2.07(b) of the Plan) will be disregarded in applying the eligibility rules. ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. ☐ The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment.
☐	☐	(g) **Special eligibility provisions:** _____ [***Note:*** *Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan and, if applicable, the pre-ERISA eligibility requirements.*]

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Match	ER	
☐	☐	An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below): ☐ (a) the Effective Date of this Plan (as designated in the Employer Signature Page). ☐ (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page). ☐ (c) ____ [*insert date no earlier than the Effective Date of this Plan*]. An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4. ☐ (d) This AA §4-4 only applies to the minimum service condition. ☐ (e) This AA §4-4 only applies to the minimum age condition. The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below:

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☐ (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____

☐ (g) Describe special rules: _____

[***Note:*** *An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g).*]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

In addition, this AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

If this AA §4-5 is not completed, no service with a Predecessor Employer will be counted.

☐ (a) **Identify Predecessor Employer(s):**

☐ (1) The Plan will count service with all Employers which have been acquired.

☐ (2) The Plan will count service with the following Predecessor Employers:

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
☐ (1)	_____	☐	☐	☐

☐ (b) **Describe** any special provisions applicable to Predecessor Employer service: _____

[***Note:*** *Any special provisions must relate solely to service with a Predecessor Employer.*]

SECTION 5
COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.137 of the Plan for a specific definition of the various types of Total Compensation.)

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[***Note:*** *For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.137(b) of the Plan.

☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation:

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[***Note:*** *Plan Compensation (as defined in Section 1.94 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.*]

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(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection, Total Compensation does not include continuation payments for disabled Participants.

☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.137(c)(2) of the Plan.

5-3 **PLAN COMPENSATION**: Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
☑	☑	☐	(a) No exclusions.
N/A	☐	☐	(b) Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☐	☐	☐	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d) Compensation above $___ is excluded.
☐	☐	☐	(e) Amounts received as a bonus are excluded.
☐	☐	☐	(f) Amounts received as commissions are excluded.
☐	☐	☐	(g) Overtime payments are excluded.
☐	☐	☐	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
☐	☐	☐	(i) "Deemed §125 compensation" as defined in Section 1.137(d) of the Plan.
☐	☐	☐	(j) Amounts received after termination of employment are excluded. (See Section 1.137(b) of the Plan.)
☐	☐	☐	(k) Differential Pay (as defined in Section 1.137(e) of the Plan).
☐	☐	☐	(l) Describe adjustments to Plan Compensation: _____

[***Note:*** *Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable.*]

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

(a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER	
☑	☑	☐	(1) The Plan Year.
☐	☐	☐	(2) The calendar year ending in the Plan Year.
☐	☐	☐	(3) The Employer's fiscal tax year ending in the Plan Year.
☐	☐	☐	(4) The 12-month period ending on _____ which ends during the Plan Year.

(b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.94 of the Plan.)

Match	ER	
☐	☐	All compensation earned during the Plan Year will be taken into account, including

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Match **ER**

compensation earned while an individual is not a Participant.

(c) **Few weeks rule.** The few weeks rule under Code §415 will not apply unless designated otherwise under this subsection (c).

☐ Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

SECTION 6
EMPLOYER CONTRIBUTIONS

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

☐ Yes

☑ No [*If No, skip to Section 6A.*]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-7 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3. [***Note:*** *As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.

☐ (b) **Fixed contribution.**

☐ (1) __% of each Participant's Plan Compensation.

☐ (2) $____ for each Participant.

☐ (c) **Outside agreements, contracts or arrangements.**

☐ (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

☐ (d) **Service-based contribution.** The Employer will make the following contribution:

☐ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.

☐ (2) **Fixed percentage.** ____% of Plan Compensation paid for each period of service designated below.

☐ (3) **Fixed dollar.** $____ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: _____

The service-based contribution is subject to the following rules:

☐ (7) Describe any special provisions that apply to service-based contribution: _____

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☐ (e) **Year of Service contribution.** The Employer will make an Employer Contribution based on Years of Service with the Employer.

Years of Service		Contribution %
☐ (1)	For Years of Service between ___ and ___	___%
☐ (2)	For Years of Service between ___ and ___	___%
☐ (3)	For Years of Service between ___ and ___	___%
☐ (4)	For Years of Service ___ and above	___%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[***Note:*** *Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03 of the Plan.*]

☐ (f) **Describe special rules for determining contributions under the Plan:** _____

6-3 **ALLOCATION FORMULA.**

☐ (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated:

☐ (1) as a uniform percentage of Plan Compensation.

☐ (2) as a uniform dollar amount.

☐ (b) **Fixed or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement Employer Contributions under AA §6-2.

☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the Plan), using the Taxable Wage Base (as defined in Section 1.132 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below:

☐ (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:

☐ (i) ____% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

☐ (A) N/A ☐ (B) $1

☐ (C) $100 ☐ (D) $1,000

☐ (ii) $_____ (not to exceed the Taxable Wage Base)

☐ (iii) 20% of the Taxable Wage Base

[***Note:*** *See Section 3.02(a)(1)(ii) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

☐ (2) **Describe** special rules for applying permitted disparity allocation formula: _____

[***Note:*** *Any special rules must relate solely to applying the permitted disparity formula.]*

☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

☐ (1) ____ point(s) for each ¸ year(s) of age (attained as of the end of the Plan Year).

☐ (2) ____ point(s) for each $____ (not to exceed $200) of Plan Compensation.

☐ (3) ____ point(s) for each ____ Year(s) of Service. For this purpose, Years of Service are determined:

☐ (i) In the same manner as determined for eligibility.

☐ (ii) In the same manner as determined for vesting.

☐ (iii) Points will not be provided with respect to Years of Service in excess of ____.

☐ (e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.

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☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount to all Participants within that allocation group.

[***Note:*** *Each group must be definitely determinable.*]

☐ (3) **Special rules.** The following special rules apply to the Employee group allocation formula.

☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year.

☐ (A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

☐ (B) **Describe:** _____

☐ (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as defined in Section 3.02(a)(1)(v)(B) of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

☐ (3) **Describe special rules applicable to age-based allocation:** _____

[***Note:*** *See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

☐ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.

☐ (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.

☐ (i) **Describe special rules for determining allocation formula:** _____

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4. Unless designated otherwise, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation earned during the following period: [*The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.*]

☐ (1) Plan Year quarter

☐ (2) calendar month

☐ (3) payroll period

☐ (4) Other: _____

[***Note:*** *Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period*

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selected under this subsection. Any alternative period designated under subsection (4) may not exceed a 12-month period and will apply uniformly to all Participants.]

☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

☐ (1) ___% of Plan Compensation

☐ (2) $___

☐ (3) Describe: _____

☐ (c) **Offset of Employer Contribution.**

☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*].

☐ (2) In applying the offset under this subsection, the following rules apply: _____

☐ (d) **Other special rules relating to Employer Contributions:** _____

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

☐ (a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below:

_____

☐ (b) **Contributions of accrued sick and/or vacation leave.**

☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below:

_____

☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below:

_____

6-6 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.76 of the Plan) to the Plan equal to the amount specified under this subsection 6-6. Any amounts contributed pursuant to this subsection 6-6 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

☐ (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:

☐ (1) ____ % of Plan Compensation.

☐ (2) $ ____ per pay period.

☐ (3) Any amount from ____ % to ____ % of Plan Compensation, as designated by the Participant.

☐ (4) The amount designated under an applicable Collective Bargaining Agreement, employment contract or other arrangement with the Employee.

☐ (5) Describe amount: _____

[***Note:*** *Amount may not exceed 100% of Plan Compensation.*]

☐ (b) Special rules applicable to Mandatory Contribution: _____

[***Note:*** *Special rules may describe special eligibility requirements and the definitely determinable amounts*.]

6-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):

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☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06 of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)

☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:

☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☐ (iv) Other: _____

☐ (2) **Application to allocation conditions.** If this subsection is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

[***Note:*** *Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]

☐ (e) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment due to becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6-7.

☐ (ii) a minimum service condition designated under this AA §6-7.

☐ (iii) a Discretionary Employer Contribution.

☐ (iv) a Fixed Employer Contribution.

☐ (f) **Describe** any special rules governing the allocation conditions under the Plan: _____

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SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

☐ Employees are **not** permitted to make Salary Deferrals under the Plan. [*Skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

☐ Describe any Plan limitations on Salary Deferrals: _____

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.

☑ (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

☑ (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [***Note:*** *If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.*]

☐ (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

Alternatively, the Employer may designate the order of distributions for the distribution types listed below or in a separate administrative procedure:

☐ (1) **Distributions and withdrawals.**

☐ (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

☐ (2) **Distribution of Excess Deferrals.**

☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

☑ (c) **IN-PLAN ROTH CONVERSIONS.** The Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (a) and this subsection (c) must be checked.

☑ (1) **Effective date.** Effective 8-1-2017, a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[***Note:*** *The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

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(2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

☐ If this subsection (2) is checked, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

[***Note:*** *If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

☐ (i) Pre-tax Deferrals

☐ (ii) Employer Contributions

☐ (iii) Matching Contributions

☐ (iv) After-Tax Contributions

☐ (v) Rollover Contributions

☐ (vi) Mandatory Contributions

☐ (vii) Describe: _____

[***Note:*** *Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.*]

☐ (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

☐ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

[***Note:*** *If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion.*]

☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than $___ (may not exceed $1,000).

☐ (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

[***Note:*** *If this (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.*]

☐ (iv) Describe: _____

[***Note:*** *Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.*]

☐ (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.09 of the Plan.

[***Note:*** *If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the Plan.*]

☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

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[***Note:*** *If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.*]

☐ (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.

☐ (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.

☐ (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.

☐ (iii) Describe distribution options: _____

☐ (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS:** _____

[***Note:*** *Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.*]

6A-6 **ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

6A-7 **CHANGE OR REVOCATION OF DEFERRAL ELECTION:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8. [***Note:*** *A governmental Employer's election to include automatic deferral provisions is subject to State and local anti-garnishment and other applicable State and local laws and regulations, which may prohibit an automatic contribution arrangement.*]

☐ (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-8 are effective as of:

☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

☐ (ii) _____ [*insert date no earlier than the Effective Date of this Plan as set forth under the Employer Signature Page.*]

☐ (iii) As set forth under a prior Plan document. [***Note:*** *If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03 of the Plan. [***Note:*** *Unless an election is made under this AA §6A-8 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03 of the Plan.*]

☐ (i) **Automatic deferral percentage.**

☐ (A) ___% of Plan Compensation

☐ (B) $___

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☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount: (See Section 3.03 of the Plan.)

☐ (A) ___% of Plan Compensation

☐ (B) $_____

☐ (C) Describe: _____

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

☐ (D) ___% of Plan Compensation

☐ (E) $_____

☐ (F) Describe: _____

☐ (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2), as applicable, will apply to new Participants and existing Participants as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

☐ (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:

☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).

☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i), as applicable. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions. [***Note:*** *See Section 3.03 of the Plan for the application of this subsection under an EACA.*]

☐ (D) Describe: _____

(iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (iii).

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

[***Note:*** *Any Salary Deferral election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]

☐ (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03 of the Plan.)

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.

☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

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☐ (iii) **Effective date.** The automatic increase described under subsection (2)(ii), as applicable, is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (A) The anniversary of the Participant's date of hire.

☐ (B) The anniversary of the Participant's first automatic deferral contribution.

☐ (C) The first day of each calendar year.

☐ (D) Other date: _____

☐ (iv) **Special rules:** _____

☐ (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.

☐ (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire. (See Section 3.03 of the Plan.)

☐ (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03 of the Plan), the permissible withdrawal provisions under Section 3.03 of the Plan apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03 of the Plan, without regard to the in-service distribution provisions selected under AA §10-1.

☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.

☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than _____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (c) **Other automatic deferral provisions:** _____

6A-9 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:

☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).

☐ (2) _____ (insert date).

☑ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of 8-1-2017. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection.*]

6A-10 **SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

_____

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[***Note:*** *Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii).*]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

☑ **Yes.**

☐ **No.** [*Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

[***Note:*** *See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6C-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.*]

☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.

☑ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☑ (1) 100 ___% of Eligible Contributions made for each period designated in AA §6B-5 below.

☐ (2) $___ for each period designated in AA §6B-5 below.

☐ (3) ___% of Eligible Contributions made for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ___% of Plan Compensation for such period.

☐ (4) $___ for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ___% of Plan Compensation for such period.

☐ (c) **Outside agreements, contracts or arrangements.**

☐ (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

☐ (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.

☐ (1) **Tiers as percentage of Plan Compensation.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up to ___% of Plan Compensation	___%	☐

[***Note:*** *Employer may add additional tiers.*]

☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up to $___	___%	☐
☐ (ii) Above $___	___%	☐

[***Note:*** *Employer may add additional tiers.*]

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☐ (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
☐ (1) From ____ up to ___ Years of Service	___%	☐
☐ (2) From ____ up to ___ Years of Service	___%	☐
☐ (3) From ____ up to ____ Years of Service	___%	☐
☐ (4) Years of Service equal to and above ___	___%	☐

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

☐ (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

(1) **Designated Employee groups.**

(2) **Matching Contribution formulas.**

☐ (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).

☐ (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

☐ (g) **Describe special rules for determining allocation formula:** _____

[***Note:*** *Any special rules must relate solely to determining the allocation formula.*]

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS ("ELIGIBLE CONTRIBUTIONS").** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

☐ (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

☐ (1) Pre-tax Deferrals

☐ (2) Roth Deferrals

☐ (3) Age 50 Catch-Up Contributions

☐ (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[***Note:*** *See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.*]

☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____

☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____

[***Note:*** *This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.*]

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☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[***Note:*** *If contribution sources are limited for only certain Matching Contributions, those limitations may be described under this subsection.*]

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. [*See AA §6C-2 for any limits that apply with respect to After-Tax Employee Contributions.*]

☐ (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:

☐ (1) ___% of Plan Compensation.

☐ (2) $___.

☐ (3) A discretionary amount determined by the Employer.

[***Note:*** *If both (1) and (2) are selected, the limit under this subsection is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

☑ (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

☑ (1) 2.5___% of Plan Compensation.

☐ (2) $___.

☐ (3) Describe: _____

☐ (c) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):

☐ (1) Any limit on the amount of Eligible Contributions does not apply to:

- ☐ (i) Discretionary match
- ☐ (ii) Fixed match
- ☐ (iii) Tiered match
- ☐ (iv) Year of Service match
- ☐ (v) Employee group match

☐ (2) Any limit on Matching Contributions does not apply to:

- ☐ (i) Discretionary match
- ☐ (ii) Fixed match
- ☐ (iii) Tiered match
- ☐ (iv) Year of Service match
- ☐ (v) Employee group match

☐ (d) **Special limits applicable to Matching Contributions:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

☐ (a) payroll period

☐ (b) Plan Year quarter

☐ (c) calendar month

☐ (d) Other: _____

[***Note:*** *Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.*]

[***Note:*** *In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA*

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§6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the Plan.)]

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

6B-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

[***Note:*** *See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.*]

☑ (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) _____ Hours of Service during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)

☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:

☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☐ (iv) Other: _____

☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

[***Note:*** *Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]

☐ (e) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment as a result of becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).

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☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6B-7.

☐ (ii) a minimum service condition designated under this AA §6B-7.

☐ (iii) the following Matching Contributions:

☐ (A) Discretionary match

☐ (B) Fixed match

☐ (C) Tiered match

☐ (D) Year of Service match

☐ (E) Employee group match

☐ (f) **Describe** any special rules governing the allocation conditions under the Plan: _____

[***Note:*** *Any special rules must relate solely to the allocation conditions.*]

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions:

_____

SECTION 6C
AFTER-TAX EMPLOYEE CONTRIBUTIONS

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions under the Plan, unless elected under this AA §6C:

☐ (a) Participants may make After-Tax Employee Contributions to the Plan.

6C-2 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** If After-Tax Employee Contributions are authorized under AA §6C-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the Plan), except as limited under this AA §6C-2.

☐ (a) **Eligibility for After-Tax Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: _____

[***Note:*** *Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.*]

☐ (b) **Limits on After-Tax Employee Contributions.** If this subsection is checked, the following limits apply to After-Tax Employee Contributions:

☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

☐ (i) ___% of Plan Compensation

☐ (ii) $___

for the following period:

☐ (iii) the entire Plan Year.

☐ (iv) the portion of the Plan Year during which the Employee is eligible to participate.

☐ (v) each separate payroll period during which the Employee is eligible to participate.

☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (i) ___% of Plan Compensation.

☐ (ii) $___.

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☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection, After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.

☐ (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:

☐ (i) All Matching Contributions elected under AA §6B.

☐ (ii) All Matching Contributions designated under AA §6B-2, except for the following Matching Contributions: _____

☐ (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:

☐ (i) ____% of Plan Compensation.

☐ (ii) $____.

☐ (iii) A discretionary amount determined by the Employer.

(d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time.

☐ (e) **Describe special rules applicable to After-Tax Employee Contributions:** _____

[***Note:*** *Any special rules must satisfy the requirements of Code §403(b).*]

SECTION 7
RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:

☑ (a) Age 65____ (not to exceed 65).

☐ (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of the Employee's:

☐ (1) Participation commencement date.

☐ (2) Employment date.

☐ (c) Describe Normal Retirement Age: _____

7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

☐ (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:

☐ (1) Attainment of age ____.

☐ (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or

☐ (3) The completion of ____ Years of Service, determined as follows:

☐ (i) Same as for eligibility.

☐ (ii) Same as for vesting.

☐ (b) Describe: _____

SECTION 8
VESTING AND FORFEITURES

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

☑ Yes

☐ No [*If "No" is checked, skip to Section 9.*]

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[***Note:*** *"Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals, and/or After-Tax Employee Contributions.*]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the Plan for a description of the various vesting schedules under this AA §8-2.)

☑ (a) **Vesting schedule for Employer Contributions and Matching Contributions:**

ER	Match		
☐	☐	(1)	Full and immediate vesting
☐	☑	(2)	3-year cliff vesting schedule
☐	☐	(3)	5-year graded vesting schedule
☐	☐	(4)	6-year graded vesting schedule
☐	☐	(5)	Modified vesting schedule

____% after 1 Year of Service
____% after 2 Years of Service
____% after 3 Years of Service
____% after 4 Years of Service
____% after 5 Years of Service
____% after 6 Years of Service
____% after 7 Years of Service
____% after 8 Years of Service
____% after 9 Years of Service
____% after 10 Years of Service

☐ (6) Describe additional modifications to vesting schedule applicable to Employer Contributions: _

☐ (7) Describe additional modifications vesting schedule applicable to Matching Contributions: ____

[***Note:*** *If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.*]

☐ (b) **Special provisions applicable to vesting schedule:** _____

[***Note:*** *Any special provision must satisfy the pre-ERISA Code vesting requirements.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.

☐ (b) Service completed before the Employee's ____ (not to exceed 18th) birthday is excluded.

☐ (c) Describe special rules for vesting service: _____

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if the Employee:

☐ (a) dies while employed with the Employer

☐ (b) terminates employment due to becoming Disabled

☐ (c) reaches Early Retirement Age while employed with the Employer

☐ (d) N/A. No vesting increase applies.

[***Note:*** *This AA §8-4(d) should not be completed if the Plan provides for 100% vesting for all contribution sources.*]

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8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [***Note:*** *No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
☐	☐	(b) **Vesting Computation Period.** Instead of the Plan Year: ☐ (1) The Plan will use Anniversary Years for all Vesting Computation Periods. ☐ (2) Describe: _____ [***Note:*** *Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]
☐	☐	(c) **Elapsed Time Method.** Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection is checked, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 7.04 of the Plan.
☐	☐	(d) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked. Hours of Service for vesting will be determined under the following Equivalency Method: ☐ (3) **Monthly.** 190 Hours of Service for each month worked. ☐ (4) **Weekly.** 45 Hours of Service for each week worked. ☐ (5) **Daily.** 10 Hours of Service for each day worked. ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period.
☐	☐	(e) **Nonvested Participant Break in Service rule applies.** Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the Plan.) ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 7.07(b) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. ☐ The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment.
☐	☐	(g) **Special rules:** _____

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8-6 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

ER	Match	
☐	☐	(a) N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-6.*]
☐	☐	(b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
☐	☐	(c) Used to reduce Employer and/or Matching Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

☐	☐	(d) for the Plan Year in which the forfeiture occurs.
☐	☐	(e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

☐	☐	(f) Forfeitures may be used to pay Plan expenses.
☐	☐	(g) Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

☐	☐	(h) Forfeitures are not subject to any allocation conditions.
☐	☐	(i) Forfeitures are subject to a last day of employment allocation condition.
☐	☐	(j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

☐ ☐ (k) Describe: _____

[***Note:*** *Any language added under this subsection (k) must relate solely to the treatment of forfeitures.*]

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.**

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

☐ The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-7(b).

☐ A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 7.07(a) of the Plan).

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 **AVAILABLE FORMS OF DISTRIBUTION.**

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

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Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

☐ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☐ (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.

☑ (c) **Describe distribution options:** All forms of distributions available under each funding vehicle.

[***Note:*** *Any additional distribution options may not be subject to the discretion of the Employer or Plan Administrator.*]

9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

☑ (a) **Participant consent.** Unless otherwise provided under the applicable Investment Arrangement, applicable law or as selected below, a Participant who terminates employment with a vested Account Balance less than the Involuntary Cash-Out Distribution threshold amount designated below will receive an Involuntary Cash-Out Distribution. If no amount is selected below, no Participant consent is required for a distribution if a Participant has a Termination of Employment.

☑ (1) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $0.00 (the amount may exceed $5,000, including designating the entire vested Account Balance.)

☐ (2) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or to name an alternate beneficiary, unless designated otherwise under this subsection (b). (See Section 9 of the Plan for rules regarding Spousal consent under the Plan.)

☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, provided the Participant's vested Account Balance exceeds $____.

☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

☐ (c) **Describe** any special rules affecting Participant or Spousal consent: _____

[***Note:*** *Any special rules under subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

(a) **Distribution of vested Account Balances exceeding $5,000.** A Participant who terminates employment with a vested Account Balance exceeding $5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the completion of ____ Breaks in Service.

☐ (5) the end of the calendar quarter following the date the Participant terminates employment.

☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.

☐ (7) Describe: _____

[***Note:*** *Any distribution event under this subsection (a) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

(b) **Distribution of vested Account Balances not exceeding $5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed $5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

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☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the end of the calendar quarter following the date the Participant terminates employment.

☐ (5) Describe: _____

[***Note:*** *Any distribution event under this subsection (b) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(a) **Termination of Disabled Employee.**

☐ (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.

☐ (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.

☐ (3) **Describe:** _____

[***Note:*** *Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

(b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

☐ (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.

☐ (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

☐ (3) Alternative definition of Disabled: _____

[***Note:*** *Any alternative definition must relate solely to the definition of Disabled.*]

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.08(c) of the Plan are modified as follows:

_____

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[***Note:*** *Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.*]

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SECTION 10
IN-SERVICE DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
☐	☐	☐	(a) No in-service distributions are permitted.
☑	☑	☐	(b) Attainment of age 59 1/2 ___. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☑	☐	☐	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
☐	☐	☐	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan. [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*]
☐	☐	☐	(e) Attainment of Normal Retirement Age. [*If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☐	☐	☐	(f) Attainment of Early Retirement Age. [*If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☐	☐	☐	(g) Upon a Participant becoming Disabled.
☐	N/A	N/A	(h) As a Qualified Reservist Distribution as defined under Section 8.09(d) of the Plan.
N/A	☐	☐	(i) Completion of ___ months of service. [*This election is not available with respect to amounts held in a Custodial Account.*]
☐	☐	☐	(j) Describe: _____

[***Note:*** *Unless designated otherwise under (j), any selection(s) in the Deferral column also apply to Roth Contributions. Distributions from a Participant's Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59 ½. Distributions from a Participant's Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, becomes Disabled or attains age 59 ½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j).*]

10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, and/or After-Tax Employee Contributions:

Rollover	After-Tax	
☐	☐	(a) No in-service distributions are permitted.
☐	☐	(b) Attainment of age ___.
☐	☐	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
☐	☐	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan.
☐	☐	(e) Attainment of Normal Retirement Age.

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Rollover	After-Tax	
☐	☐	(f) Attainment of Early Retirement Age.
☐	☐	(g) Upon a Participant becoming Disabled.
☐	☐	(h) Completion of ____ months of service.
☐	☐	(i) Describe: _____

10-3 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.

☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $____.

☐ (d) A Participant may not take an in-service distribution of more than $____.

☑ (e) Unless elected otherwise under this subsection, the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(4) of the Plan. If this subsection is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.

☐ (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.09(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 8.09(e)(1)(i) of the Plan: _____

[***Note:*** *This subsection may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.*]

☐ (g) Other distribution rules: _____

[***Note:*** *This subsection may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).*]

SECTION 11
MISCELLANEOUS PROVISIONS

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

☑ (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☐	☐	☐	(1) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(2) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(3) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
☑	☑	☐	(4) **Describe:** Dates determined by the investment providers in the plan.

[***Note:*** *The Employer may elect operationally to perform interim valuations*.]

☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: _____

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11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the Plan.

☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.

[***Note:*** *If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.*]

☐ (b) **Special rules:** _____

[***Note:*** *Any special rules under this subsection must be consistent with the requirements of Code §415.*]

11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the Plan apply.

To modify the default provisions under Section 5.03(e) of the Plan, designate how such rules will apply.

☐ Instead of applying the default rules under Section 5.03(e) of the Plan, the Employer will limit Annual Additions in the following manner: _____

11-4 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

☐ An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

11-5 **PURCHASE OF SERVICE CREDITS.** Unless the Employer elective otherwise below, the purchase of service credits as described in Section 14.06 of the Plan is NOT allowed.

☑ Purchases of service credit shall be permitted under the Plan.

11-6 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers.

☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the Plan.

☐ (b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the Plan.

☐ (c) **Describe special rules applicable to contract exchanges and plan-to-plan transfers:** _____

11-7 **SPECIAL RULES APPLICABLE TO PLAN MERGERS:** _____

[***Note:*** *Any special rule must satisfy the applicable requirements under Code §403(b).*]

11-8 **DELEGATION OF ADMINISTRATIVE FUNCTIONS:** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.)

11-9 **SPECIAL MILITARY SERVICE PROVISIONS – BENEFIT ACCRUALS**. Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. The benefit accrual provisions under Section 15.06 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.06, check the box below.

☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.06 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-10 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan:

_____

[***Note:*** *All special rules must comply with the requirements applicable to Governmental Plans under Code §403(b).*]

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APPENDIX A
SPECIAL EFFECTIVE DATES

☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

☐ A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:

☑ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:
Effective June 1, 2019, a 2.5% match will be made for all salaried and full time 40 hour employees.

☐ A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:

☐ A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

☐ A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

☐ A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

☐ A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:

☐ A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

☐ A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply as follows:

☐ A-14 **Other special effective dates:**

☐ A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of a separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:

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APPENDIX B
LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

☑ (a) Yes

☐ (b) No

B-2 **LOAN PROCEDURES.** [***Note:*** *Loan procedures and requirements are subject to the terms of any governing Investment Arrangement.*]

☑ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.

☐ (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Subject to the terms of any Investment Arrangement, Participant loans are available to all Participants and Beneficiaries (including an Alternate Payee under a QDRO). Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

☑ A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to $10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

☑ A Participant may take a loan equal to the greater of $10,000 or 50% of the Participant's vested Account Balance.

[***Note:*** *If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

☐ (a) A Participant may have ____ loans outstanding at any time.

☑ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than $1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

☑ (a) There is no minimum loan amount.

☐ (b) The minimum loan amount is $____.

☐ (c) The maximum loan amount is $____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

☐ (a) The prime interest rate

☐ (1) plus ____ percentage point(s).

☑ (b) Describe: the loan interest rate is determined by the applicable investment arrangement(s) from which the loan proceeds are derived. If said investment arrangement(s) do not specify a loan interest rate, the loan interest rate will be the prime interest rate plus 1 percentage point.

[***Note:*** *Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

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B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.09(e)(1)(i) of the Plan.

☐ (b) A Participant may only receive a Participant loan under the following circumstances: _____

B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

☐ The cure period for determining when a Participant loan is treated as in default will be ___ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this provision, complete this AA §B-11.

☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

☐ (b) The loan repayment period for the purchase of a principal residence may not exceed ___ years (may not exceed 30).

☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **TERMINATION OF EMPLOYMENT.** Section 13.11 of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.

☑ A Participant loan will not become due and payable in full upon the Participant's termination of employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.11(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

☐ A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes, provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis, if applicable. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

☐ (a) A Participant may **not** renegotiate the terms of a loan.

☐ (b) The following special provisions apply with respect to renegotiated loans: _____

B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.

☐ Participant loans will not be available from the following contribution sources: _____

B-16 **SPOUSAL CONSENT**. Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.

☐ Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

☐ The following special rules will apply with respect to Participant loans under the Plan: _____

[***Note:*** *Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

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APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the Favorable IRS Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to direct investments? (See Section 10.10 of the Plan.)

☐ No

☑ Yes

☑ (a) Specify Accounts: All Accounts

☐ (b) Describe any special rules that apply for purposes of direction of investments: _____

[***Note:*** *Any provisions added under subsection (b) must relate to the direction of investment.*]

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

☐ No

☑ Yes

☐ (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)

☐ (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.

☐ (c) Describe any special rules for accepting Rollover Contributions: _____

[***Note:*** *The Employer may designate in subsection (c) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.*]

C-3 **QDRO PROCEDURES.** Do the default QDRO procedures under Section 11.08 of the Plan apply?

☐ No

☑ Yes

☐ The provisions of Section 11.08 are modified as follows: _____

[***Note:*** *Any modification must satisfy the requirements of Code §414(p) and related IRS guidance.*]

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EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

☐ (a) The adoption of a **new plan**, effective _____ [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) An **amendment or restatement** of the Plan. If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Date(s) of amendment/restatement: 8-1-2017

[***Note:*** *Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]

(2) Name of plan being amended/restated: Teach, Inc. 403(b) Plan

(3) The original effective date of the plan being amended/restated: 8-1-2017

(4) If Plan is being amended, identify Adoption Agreement sections being amended: _____

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): AXA Equitable Life Insurance Company

Address: c/o PlanConnect, 100 Madison St. Syracuse, NY 13202

Telephone number: (800) 923-6669

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

TEACH, Inc.
(Name of Employer)

Matthew Brown — Chief Operating Officer
(Name of authorized representative) — *(Title)*

_____
(Signature) — *(Date)*

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ADDENDUM A
ALLOCATION OF ADMINISTRATIVE FUNCTIONS

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective 6-1-2019.

Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Addendum. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

☑ All administrative functions are reserved to the Plan Administrator.

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ADDENDUM B
VENDORS OF INVESTMENT ARRANGEMENTS

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 6-1-2019.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

Name of Vendor	**Type of Investment Arrangement (e.g., annuity contract, custodial account, etc.)**	**Active/Inactive**
AXA Equitable	Annuity Contract	Active

Describe any additional requirements or restrictions that apply to the investment arrangements:
Active Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges from Active Vendors and Inactive Vendors.
Exchanges will be permitted from Inactive Vendors to Active Vendors. However, Inactive Vendors may not receive Exchanges, Transfers or Rollovers and neither Loans nor Hardship Distributions will be available from the assets unless specified here.

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REGISTRATION OF DOCUMENT USE

Plan Name: Teach, Inc 403(b) Plan

AXA Equitable Life Insurance Company (AXA Equitable) is the sponsor of the IRS pre-approved plan document. The employer agrees this plan document may be used only in conjunction with the continued use of any annuity issued by AXA Equitable.

If the employer discontinues use of the above referenced products, the plan will be considered individually designed and the employer, not AXA Equitable, is responsible for ensuring all interim amendments and restatements are addressed as necessary.

For AXA Equitable: 

[***Note:*** *This Adoption Agreement must be signed by an authorized representative of AXA Equitable. For this purpose, an AXA Equitable agent* ***is not*** *an authorized representative of AXA Equitable.*]

403(b) PLAN
BASIC PLAN DOCUMENT #08

(for use with Adoption Agreement #004)

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SECTION 1
PLAN DEFINITIONS

This Section contains definitions for common terms that are used throughout the Plan. All capitalized terms under the Plan are defined in this Section or in the relevant section of the Plan document where such term is used.

[Note: As a Governmental Plan, certain definitions and rules (indicated by language in italics) relating to the coverage and nondiscrimination requirements under the Code are not applicable to the Plan.]

1.01 **Account.** The separate Account that the Plan Administrator, Custodian or Insurance Company maintains for each Participant, Beneficiary or Alternate Payee under the Plan. A Participant may have any (or all) of the following separate Accounts under the Plan:

- Pre-Tax Deferral Account
- Roth Deferral Account
- Employer Contribution Account
- Matching Contribution Account
- After-Tax Contribution Account
- Mandatory Contribution Account
- Rollover Contribution Account
- Roth Rollover Account
- In-Plan Roth Conversion Account
- Transfer Account

The Plan Administrator will maintain separate Accounts for the vested and non-vested portions of any Employer Contribution Account and Matching Contribution Account and the excess amounts under Code §415.

The Plan Administrator may establish other Accounts, as it deems necessary, for the proper administration of the Plan.

1.02 **Account Balance.** Account Balance shall mean a Participant's balances in all of the Accounts that the Plan Administrator, Custodian or Insurance Company maintains for the Participant under any Investment Arrangement under the Plan. The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable Code provision) applies.

1.03 **Accumulated Benefit.** The total benefit to which a Participant or Beneficiary is entitled under all Investment Arrangements under the Plan, including all contributions made to the Plan and all associated earnings.

1.04 ***Actual Contribution Percentage Test (ACP Test).*** *The special nondiscrimination test that applies to Matching Contributions and/or After-Tax Contributions under the 403(b) Plan.*

1.05 **Adoption Agreement (AA).** The Adoption Agreement contains the elective provisions that an Employer may complete to supplement or modify the provisions under the Plan. Each adopting Employer must complete and execute the Adoption Agreement. Employers adopting the Plan (other than the Employer that executes the Signature Page of the Adoption Agreement) must execute a Participating Employer Signature Page under the Adoption Agreement. (See Section 16 for rules applicable to adoption by multiple Employers.) An Employer may adopt more than one Adoption Agreement associated with this Plan document. Each executed Adoption Agreement is treated as a separate Plan. All elections the Employer makes under the Adoption Agreement are subject to the terms of the governing Investment Arrangement(s).

1.06 **After-Tax Contributions.** Employee Contributions that may be made to the 403(b) Plan by a Participant that are included in the Participant's gross income in the year such amounts are contributed to the Plan and are maintained under a separate After-Tax Contribution Account to which earnings and losses are allocated. (For this purpose, Roth Deferrals are not considered as After-Tax Contributions.)

1.07 **Age 50 Catch-Up Contributions.** Salary Deferrals made to the Plan that are in excess of an otherwise applicable Plan or IRS limit and that are made by Participants who are age 50 or over by the end of their taxable years.

1.08 **Age 50 Catch-Up Contribution Limit.** The annual limit applicable to Age 50 Catch-Up Contributions.

1.09 **Alternate Payee.** A person designated to receive all or a portion of the Participant's benefit pursuant to a QDRO.

1.10 **Anniversary Years.** An alternative period for measuring Eligibility Computation Periods (under Section 2.03(a)(3)) and Vesting Computation Periods (under Section 7.04). An Anniversary Year is any 12-month period which commences with the

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Employee's Employment Commencement Date or which commences with the anniversary of the Employee's Employment Commencement Date.

1.11 **Annual Additions.** The amounts taken into account under a defined contribution plan for purposes of applying the limitation on allocations under Code §415. (See Section 5.)

1.12 **Annuity Contract.** A nontransferable group or individual contract as defined in Code §§403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in a State and that includes payment in the form of an annuity.

1.13 **Annuity Starting Date**. The date a Participant (or Beneficiary) commences distribution from the Plan. If a Participant (or Beneficiary) commences distribution with respect to a portion of his/her Account Balance, a separate Annuity Starting Date applies to any subsequent distribution. If distribution is made in the form of an annuity, the Annuity Starting Date may be treated as the first day of the first period for which annuity payments are made.

1.14 **ASC Institute**. The mass submitter of this Volume Submitter Plan as defined in Revenue Procedure 2013-22.

1.15 **Automatic Contribution Arrangement.** An Automatic Contribution Arrangement is a Plan that provides for automatic deferrals for eligible Participants who do not make an affirmative election to defer (or not to defer) under the Plan. The Employer may elect under AA §6A-8 to designate the Plan as an Automatic Contribution Arrangement. If the Employer designates the Plan as an Automatic Contribution Arrangement, the Employer will automatically withhold the amount designated under AA §6A-8 from a Participant's Plan Compensation, unless the Participant completes a Salary Reduction Agreement electing a different deferral amount (including a zero deferral amount).

1.16 **Automatic Rollover.** For Involuntary Cash-Out Distributions (as defined in Section 8.06(b)), the Plan Administrator will make a Direct Rollover to an individual retirement plan (IRA) designated by the Plan Administrator. (See Section 8.06.)

1.17 ***Average Contribution Percentage (ACP).*** *The average of the contribution percentages for the Highly Compensated Group and the Nonhighly Compensated Group, which are tested for nondiscrimination under the ACP Test.*

1.18 **Beneficiary.** A person or entity designated by the Participant (or by the terms of the Plan) to receive a benefit under the Plan upon the death of the Participant, as identified under the terms of the Plan or the applicable Investment Arrangement. (See Section 8.08(c) for the applicable rules for determining a Participant's Beneficiaries under the Plan.)

1.19 ***Benefiting Participant.*** *A Participant who receives an allocation of Employer Contributions or forfeitures under the new comparability allocation formula.*

1.20 **Break in Service.** The Computation Period (as defined in Section 2 for purposes of eligibility and Section 7 for purposes of vesting) during which an Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects under the AA to require less than 1,000 Hours of Service to earn a Year of Service for eligibility or vesting purposes, a Break in Service will occur for any Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn a Year of Service for eligibility or vesting purposes, as applicable. However, if the Elapsed Time method applies under AA §4-3(c) (for purposes of eligibility) or AA §8-5(c) (for purposes of vesting), an Employee will incur a Break in Service if the Employee incurs at least a one year Period of Severance.

1.21 **Cash-Out Distribution.** A total distribution made to a terminated Participant in accordance with Section 8.

1.22 ***Church.*** *An organization described in Code §3121(w)(3)(A) and the Treasury Regulations thereunder, and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches.*

1.23 ***Church Plan.*** *A Plan described in Code §414(e) and ERISA §3(33).*

1.24 **Church-Related Organization.** A Church or convention or association of Churches, including an organization described under Code §414(e)(3)(A).

1.25 **Code.** The Internal Revenue Code of 1986, as amended.

1.26 **Code §415 Limitation.** The limit on the amount of Annual Additions a Participant may receive under the Plan during a Limitation Year. (See Section 5.03.)

1.27 ***Code §501(c)(3) Organization***. *An organization that is described under Code §501(c)(3) and exempt from tax under Code §501(a).*

1.28 **Collectively Bargained Employee.** An Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining. Such Employees may be excluded from the Plan if designated under AA §3-1(b). (See Section 2.02(b)(1) for additional requirements related to the exclusion of Collectively Bargained Employees.)

1.29 **Compensation Limit.** The Compensation Limit is $265,000, as adjusted for cost-of-living increased in accordance with Code §401(a)(17)(B). In determining the Compensation Limit for any applicable period (the "determination period"), the cost-of-living adjustment in effect for a calendar year applies to any determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the Compensation Limit for such period is an amount equal to the otherwise applicable Compensation Limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. A determination period will not be considered to be less than 12 months merely because compensation is taken into account only for the period the Employee is a Participant. If Salary Deferrals, Matching Contributions, or After-Tax Contributions are separately determined on the basis of specified periods within the determination period (e.g., on the basis of payroll periods), no proration of the Compensation Limit is required with respect to such contributions.

If compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the compensation for such prior determination period is subject to the applicable Compensation Limit in effect for that prior period.

In determining the amount of a Participant's Salary Deferrals, a Participant may defer on Plan Compensation that exceeds the Compensation Limit, provided the total deferrals made by the Participant satisfy the Elective Deferral Dollar Limit and any other limitations under the Plan.

The Compensation Limit applies to Governmental Plans and to Employers that are Non-Qualified Church-Controlled Organizations. The Compensation Limit does not apply to Employers that are Churches or Qualified Church-Controlled Organizations.

For a Governmental Plan, this Section 1.29 will not apply to an eligible Participant to the extent it would reduce the Participant's Plan Compensation taken into account to an amount less than the amount allowed under the Plan as in effect on July 1, 1993, as provided under Treas. Reg. §1.401(a)(17)-1(d)(4)(ii). An "eligible Participant" is a Participant who first became a Participant during a Plan Year beginning before January 1, 1996 (or, if earlier, the first Plan Year in which the Employer amended the Plan to reflect the limitation of Code §401(a)(17)).

1.30 **Computation Period.** The 12-consecutive month period used for measuring whether an Employee completes a Year of Service for eligibility or vesting purposes.

(a) **Eligibility Computation Period.** The 12-consecutive month period used for measuring Years of Service for eligibility purposes. (See Section 2.03(a)(3).)

(b) **Vesting Computation Period.** The 12-consecutive month period used for measuring Years of Service for vesting purposes. (See Section 7.04.)

1.31 ***Current Year Testing Method.*** *A method for applying the ACP Test wherein the Matching Contributions and/or After-Tax Contributions taken into account under the ACP Test are based on contributions in the current Plan Year.*

1.32 **Custodial Account.** A separate account established for each Participant by the Employer or by each Participant individually in which Plan contributions or rollovers are held by a bank or a person who satisfies the conditions of Code §401(f)(2), if:

(a) All amounts held in the account are invested in stock of a regulated investment company (as defined in Code §851(a) relating to mutual funds;

(b) The restrictions on distributions under Treas. Reg. §1.403(b)-6(c) are satisfied with respect to the amounts held in the account; and

(c) The assets held in the account cannot be used for, or diverted to, purposes other than for the exclusive benefit of Plan Participants and Beneficiaries.

1.33 **Custodian.** The company(ies) that hold Custodial Accounts held under the Plan.

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1.34 **Denominational Service.** A person's completed years and months in the paid employment of a Church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed Minister of a Church.

1.35 ***Determination Year.*** *The Plan Year for which an Employee's status as a Highly Compensated Employee is being determined.*

1.36 **Direct Rollover.** A rollover, at the Participant's direction, of all or a portion of the Participant's vested Account Balance directly to an Eligible Retirement Plan. (See Section 8.05.)

1.37 **Disabled.** Unless provided otherwise under AA §9-4(b) or under the terms governing the applicable Investment Arrangement, an individual is considered Disabled for purposes of applying the provisions of this Plan if the individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

1.38 **Dual Status Code §501(c)(3)/Governmental Organization.** A governmental organization that also is recognized as a tax-exempt under Code §501(c)(3). A Plan that is established by a Dual Status Code §501(c)(3)/Governmental Organization is considered a Governmental Plan.

1.39 **Early Retirement Age.** The age and/or Years of Service set forth in AA §7-2. Early Retirement Age may be used to determine distribution rights and/or vesting rights. Unless otherwise described under the Adoption Agreement, if a Participant separates from service before satisfying the age requirement for early retirement, but has satisfied the service requirement, the Participant will be entitled to elect an early retirement benefit upon satisfaction of such age requirement. The Plan is not required to have an Early Retirement Age.

1.40 **Effective Date.** The date this Plan, including any restatement or amendment of this Plan, is effective. (See the Employer Signature Page of the Adoption Agreement.)

1.41 **Elapsed Time.** A special method for crediting service for eligibility or vesting. (See Section 2.03(a)(6) for more information on the Elapsed Time method of crediting service for eligibility purposes and Section 7.03(b) for more information on the Elapsed Time method of crediting service for vesting purposes.)

1.42 **Elective Deferral Dollar Limit.** The maximum amount of Elective Deferrals a Participant may make for any calendar year. (See Section 5.02.)

1.43 ***Electing Church.*** *A Church, a QCCO or a NQCCO or any other eligible organization that has elected under Treasury Regulation §1.410(d)-1(c) to be covered by certain provisions of the Code and ERISA as if the Plan were not a Church Plan. Once a Church makes the election under Treasury Regulation §1.410(d)-1(c), the election generally is irrevocable.*

1.44 **Elective Deferrals.** A Participant's Elective Deferrals is the sum of all Salary Deferrals and other contributions made pursuant to a Salary Reduction Agreement under a plan described under Code §401(k), a SARSEP described in Code §408(k)(6), a SIMPLE IRA plan described in Code §408(p), a plan described under Code §501(c)(18) (i.e., certain trusts created before June 25, 1959 funded by employee contributions), and a custodial account or other arrangement described in Code §403(b). A contribution that is made pursuant to an Employee's one-time irrevocable election made on or before the Employee's first becoming eligible to participate under the Plan and a contribution made as a condition of employment that reduces an Employee's compensation is not an Elective Deferral and is treated as an Employer Contribution to the Plan.

1.45 **Eligible Automatic Contribution Arrangement (EACA).** An Automatic Contribution Arrangement that satisfies the requirements for an EACA under Section 3.03(c)(1).

1.46 **Eligible Employee.** An Employee who is not excluded from participation under Section 2.02 of the Plan or AA §3-1.

1.47 **Eligible Employer.** An Eligible Employer is an organization that is qualified to maintain a plan under Code §403(b) as provided under Treas. Reg. §1.403(b)-2(b)(8), including:

(a) A State, but only with respect to an Employee performing services for a public school;

(b) A Code §501(c)(3) Organization with respect to any Employee of the Code §501(c)(3) Organization; or

(c) A Dual Status Code §501(c)(3)/Governmental Organization; or

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(d) Any employer of a Minister described in Code §414(e)(5)(A), but only with respect to the minister.

1.48 **Eligible Retirement Plan.** A retirement plan or IRA that may receive a rollover contribution, including: a qualified plan described in Code §401(a); an individual retirement account described in Code §408(a); an individual retirement annuity described in Code §408(b); an annuity plan described in Code §403(a); an annuity contract described in Code §403(b); a simple retirement account to the extent rollovers are allowed under Code §408(p)(1)(B); or an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

1.49 **Eligible Rollover Distribution.** An amount distributed from the Plan that is eligible for rollover to an Eligible Retirement Plan.

1.50 **Employee.** An Employee is any individual employed by the Employer (including any Related Employers) as a common law employee. An independent contractor is not an Employee. An Employee is not eligible to participate under the Plan if the individual is not an Eligible Employee under Section 2.02.

For a Public School, Employee means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

For a Church or Church-Related Organization, Employee shall also include a minister described under Code §414(e)(3)(B), a self-employed minister described in Code §414(e)(5)(A)(i)(I) of the Code or a minister described in Code §414(e)(5)(A)(i)(II).

1.51 **Employer.** Except as otherwise provided, Employer means the Employer that adopts this Plan and any Related Employer.

Solely for purposes of eligibility to make contributions to the Plan, the term Employer also includes any entity that is an Eligible Employer within the meaning of §1.403(b)-2(b)(8) of the Treasury Regulations through which Participants are eligible to accrue Denominational Service and which makes contributions to the Plan for the benefit of Participants.

1.52 **Employer Contributions.** Contributions the Employer makes pursuant to AA §6*, including any QNECs the Employer makes and any Safe Harbor Employer Contributions the Employer makes pursuant to AA §6C*. Employer Contributions also include a contribution that is made pursuant to an Employee's onetime irrevocable election made on or before the Employee's first becoming eligible to participate under the Plan and a contribution made as a condition of employment that reduces an Employee's compensation.

1.53 **Employer Pick-up Contributions.** Contributions to a qualified plan under Code §401(a) made by the Employee and picked up by the Employer in accordance with Code §414(h)(2). **Employer Pick-Up Contributions are not allowed under a Code §403(b) plan.**

1.54 **Employment Commencement Date.** The date the Employee first performs an Hour of Service for the Employer.

1.55 **Entry Date.** The date on which an Employee becomes a Participant upon satisfying the Plan's minimum age and service conditions.

1.56 **Equivalency Method.** An alternative method for crediting Hours of Service for purposes of eligibility and vesting.

1.57 **ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

1.58 ***Excess Aggregate Contributions.*** *Amounts which are distributed to correct the ACP Test.*

1.59 **Excess Amount.** Amounts which exceed the Code §415 Limitation.

1.60 **Excess Deferrals.** Elective Deferrals that exceed the Elective Deferral Dollar Limit (as defined in Section 5.02).

1.61 ***Fail-Safe Coverage Provision.*** *A correction provision that permits the Plan to automatically correct a coverage violation resulting from the application of a last day of employment or Hours of Service allocation condition.*

1.62 **Favorable IRS Letter.** An advisory letter issued by the IRS to a Volume Submitter Sponsor as to the qualified status of a Volume Submitter Plan.

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1.63 **FICA Replacement Plan.** A plan that qualifies as a FICA Replacement Plan under Code §3121(b)(7)(F). The Employer may designate this Plan as a FICA Replacement Plan. (See Section 6.04.)

1.64 **Governmental Plan.** A Governmental Plan is a Plan established and maintained for its Employees by the U.S. government, any State or political subdivision of a State, or any Federal or State agency or instrumentality, as defined under Code §414(d). A Governmental Plan is exempt from certain Code requirements and generally is exempt from the Title I requirements of ERISA.

1.65 **Hardship.** A heavy and immediate financial need which meets the requirements of Section 8.09(e).

1.66 ***Highly Compensated.*** *An Employee or Participant is Highly Compensated for a Plan Year if he/she has Total Compensation above the compensation limit. For purposes of this determination, an individual is Highly Compensated if, at any time during the Lookback Year, such individual has Total Compensation from the Employer in excess of $120,000 (for 2016 and as adjusted for future years) and, if elected under AA §11-2, is in the Top Paid Group, as defined in subsection (d) below. The $120,000 amount is adjusted at the same time and in the same manner as under Code §415(d), except that the base period is the calendar quarter ending September 30, 1996. The definition of Highly Compensated only applies if the Plan is subject to the nondiscrimination rules under Code §401(a)(4).*

In determining whether an Employee or Participant is Highly Compensated, the following definitions apply:

(a) ***Determination Year.*** *The Determination Year is the Plan Year for which the Highly Compensated determination is being made.*

(b) ***Lookback Year.*** *The Lookback Year is the 12-month period immediately preceding the Determination Year. If the Plan Year is not the calendar year, the Employer may elect in AA §11-2(b) to use the calendar year that begins in the Lookback Year. This election to use the calendar year as the Lookback Year only applies for purposes of applying the compensation limit under this subsection 1.66.*

(c) ***Total Compensation.*** *Total Compensation as defined under Section 1.137.*

(d) ***Top Paid Group.*** *The Top Paid Group is the top 20% of Employees ranked by Total Compensation. In determining the Top Paid Group, the Employer may use any reasonable method of rounding or tie-breaking. In determining the number of Employees in the Top Paid Group, the Employer may exclude Employees described in Code §414(q)(5) or applicable regulations.*

1.67 ***Highly Compensated Group.*** *The group of Highly Compensated Employees who are included in the ACP Test.*

1.68 **Hour of Service.** Each Employee of the Employer will receive credit for each Hour of Service he/she works for purposes of applying the eligibility, vesting and allocation rules under the Plan. An Employee will not receive credit for the same Hour of Service under more than one category listed below.

(a) **Performance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

(b) **Nonperformance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 hours of service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single Computation Period). Hours under this paragraph will be calculated and credited pursuant to §2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference.

(c) **Back pay award.** Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under subsection (a) or subsection (b), as the case may be, and under this subsection (c). These hours will be credited to the Employee for the Computation Period(s) to which the award or agreement pertains rather than the Computation Period in which the award, agreement or payment is made.

(d) **Related Employers.** Hours of Service will be credited for employment with any Related Employer.

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(e) **Maternity/paternity leave.** Solely for purposes of determining whether a Break in Service has occurred in a Computation Period, an individual who is absent from work for maternity or paternity reasons will receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph will be credited (1) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (2) in all other cases, in the following Computation Period.

1.69 **In-Plan Roth Conversion Account.** An Account to hold amounts that are converted to Roth Deferrals as part of an In-Plan Roth Conversion.

1.70 **Indian Tribal Government.** The governing body of any tribe, band, community, village, or group of Indians, or (if applicable) Alaska Natives, which is determined by the Secretary of Treasury, after consultation with the Secretary of Interior, to exercise governmental functions, as defined under Code §7701(a)(40) and regulations thereunder.

1.71 **Insurance Company.** A life insurance company that issues an Annuity Contract on behalf of a Participant under the Plan.

1.72 **Integration Level.** The amount used for purposes of applying the permitted disparity allocation formula. The Integration Level is the Taxable Wage Base, unless the Employer designates a different amount under the Adoption Agreement.

1.73 **Investment Arrangement.** An Annuity Contract or Custodial Account that satisfies the requirements of §1.403(b)-3 of the Treasury Regulations and that is issued or established for funding amounts held under the Plan. A list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements, shall be maintained in an appendix to the Plan. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. In the event of any conflict between the terms of the Plan and the terms of any associated Investment Arrangement, the terms of the Plan shall govern.

1.74 **Limitation Year.** The measuring period for determining whether the Plan satisfies the Code §415 Limitation under Section 5 of the Plan.

1.75 ***Lookback Year.*** *The 12-month period immediately preceding the current Plan Year during which an Employee's status as Highly Compensated Employee is determined.*

1.76 **Mandatory Contribution.** A contribution made as a condition of employment that reduces an Employee's compensation, pursuant to an employment contract or otherwise, in order for the Employee to participate in the 403(b) Plan. Mandatory Contributions are not Salary Deferrals and are treated as Employer Contributions to the Plan. These contributions will be maintained under a separate Mandatory Contribution Account to which earnings and losses are allocated.

1.77 **Matching Contributions.** Matching Contributions are contributions made by the Employer on behalf of a Participant on account of Salary Deferrals or After-Tax Contributions made by such Participant, as designated under AA §6B or AA §6C (if applicable). *Matching Contributions also include any Safe Harbor/QACA Safe Harbor Matching Contributions the Employer makes pursuant to AA §6C (if applicable).*

A contribution will not be considered a Matching Contribution if such contribution is contributed before the underlying Salary Deferral or After-Tax Contribution election is made or before an Employee performs the services with respect to which the underlying Salary Deferrals or After-Tax Contributions are made (or when the cash that is subject to such election would be currently available, if earlier). A Matching Contribution will not be treated as failing to satisfy the requirements of this paragraph merely because contributions are occasionally made before the Employee performs the services with respect to which the underlying Salary Deferral or After-Tax Contribution election is made (or when the cash that is subject to such elections would be currently available, if earlier) in order to accommodate bona fide administrative considerations (and such amounts are not paid early for the principal purpose of accelerating deductions).

1.78 ***Maximum Disparity Rate.*** *The maximum amount that may be allocated with respect to Excess Compensation under the permitted disparity allocation formula.*

1.79 ***Minimum Gateway Contribution.*** *The minimum allocation described under the new comparability allocation method that must be provided to each Benefiting Participant in order to use cross-testing to demonstrate compliance with the nondiscrimination requirements under Treas. Reg. §1.401(a)(4)-8.*

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1.80 ***Minister.*** *A minister as described in Code §414(e)(5)(A), which includes a duly ordained, commissioned or licensed minister of a Church, if, in connection with the exercise of their ministry; a self-employed minister within the meaning of Code §401(c)(1)(B); or a minister employed by an organization other than an organization described in Code §501(c)(3) and with respect to which the minister shares common religious beliefs. If applicable, a Minister may use the special rules of Code §107 and related IRS guidance relating to housing allowances, including the ability of retired Ministers to exclude from income amounts distributed from the Plan used as a housing allowance.*

1.81 **Multiple Employer Plan.** A Plan that covers Employees of an Employer that does not qualify as a Related Employer. To be a Multiple Employer Plan, an unrelated Employer must execute a Participating Employer Adoption Page. (See Section 16 for special rules that apply to Multiple Employer Plans.)

1.82 **Mutual Fund.** A "regulated investment company" within the meaning of Code §851(a).

1.83 ***Nonhighly Compensated.*** *An Employee or Participant who is not a Highly Compensated Employee.*

1.84 ***Nonhighly Compensated Group.*** *The group of Nonhighly Compensated Employees included in the ACP Test.*

1.85 ***Non-Qualified Church-Controlled Organization (NQCCO).*** *A church-controlled, tax-exempt organization described in Code §501(c)(3) that does not meet the definition of a Qualified Church-Controlled Organization (QCCO).*

1.86 **Nonvested Participant Break in Service.** Break in Service rule that applies for eligibility and vesting under Sections 2.07(b) and 7.01(c).

1.87 **Normal Retirement Age.** The age selected under AA §7-1. If a Participant's Normal Retirement Age is determined wholly or partly with reference to an anniversary of the date the Participant commenced participation in the Plan and/or the Participant's Years of Service, Normal Retirement Age is the Participant's age when such requirements are satisfied. If the Employer enforces a mandatory retirement age, the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.

1.88 **Part-Time Employee.** Unless designated otherwise under AA §3-1, a Part-Time Employee is an Employee who is normally scheduled to work 20 or fewer hours per week. Notwithstanding the foregoing, if the Employer is a post-secondary educational institution, an Employee who is a teacher shall not be considered a Part-Time Employee if he/she normally has classroom hours of one-half or more of the number of classroom hours designated by the Employer as constituting full-time employment, provided that such designation is reasonable under all of the facts and circumstances.

1.89 **Participant.** Except as provided under AA §3-1, a Participant is an Employee (or former Employee) who has satisfied the conditions for participating under the Plan, as described in Section 2.03 and AA §4-1. A Participant also includes any Employee (or former Employee) who has an Account Balance under the Plan, including an Account Balance derived from a rollover or transfer from another plan or IRA. A Participant is entitled to share in an allocation of contributions or forfeitures under the Plan for a given year only if the Participant is an Eligible Employee as defined in Section 2.02, and satisfies the applicable allocation conditions.

An Employee is treated as a Participant with respect to Salary Deferrals and After-Tax Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for making such contributions, even if the Employee chooses not to actually make such contributions to the Plan. An Employee is treated as a Participant with respect to Matching Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for receiving such contributions, even if the Employee does not receive a Matching Contribution because of the Employee's failure to make contributions eligible for the Matching Contribution.

1.90 **Participating Employer.** An Employer that adopts this Plan by executing the Participating Employer Adoption Page under the Adoption Agreement. (See Section 16 for the rules applicable to contributions made by a Participating Employer.)

1.91 **Period of Severance.** A continuous period of time during which the Employee is not employed by the Employer and which is used to determine an Employee's Participation under the Elapsed Time method.

1.92 **Plan.** The Plan is the retirement plan established or continued by the Employer for the benefit of its Employees under this Plan document. The Employer must be an Eligible Employer to establish the Plan and the Plan must satisfy the requirements of Treas. Reg. §1.403(b)-3. The Plan consists of the basic plan document and the elections made under the Adoption Agreement. The basic plan document is the portion of the Plan that contains the non-elective provisions. The Employer may supplement or modify the basic plan document through its elections in the Adoption Agreement or by separate governing documents that are expressly authorized by the Plan. If the Employer adopts more than one Adoption Agreement under this Plan, then each executed Adoption Agreement represents a separate Plan. This Plan is a Volume Submitter Plan under Revenue Procedure 2013-22.

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1.93 **Plan Administrator.** The Plan Administrator is the person designated to be responsible for the administration and operation of the Plan. Unless otherwise designated by the Employer, the Plan Administrator is the Employer. If another Employer has executed a Participating Employer Adoption Page, the Employer referred to in this Section is the Employer that executes the Employer Signature Page of the Adoption Agreement. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary).

1.94 **Plan Compensation.** Plan Compensation is Total Compensation, as modified under AA §5-3, which is actually paid to an Employee during the determination period. In determining Plan Compensation, the Employer may elect under AA §5-3(b) to exclude all Elective Deferrals (as defined in Section 1.44), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code§132(f)(4). In addition, the Employer may elect under AA §5-3 to exclude other designated elements of compensation.

Plan Compensation generally includes amounts an Employee earns with a Participating Employer and amounts earned with a Related Employer (even if the Related Employer has not executed a Participating Employer Adoption Page under the Adoption Agreement). However, the Employer may elect under AA §5-3 to exclude all amounts earned with a Related Employer that has not executed a Participating Employer Adoption Page.

Generally, the Plan may use any definition of Plan Compensation for allocation purposes*, even if such definition does not meet the requirements of Code §414(s). However, if Plan Compensation is also used as Testing Compensation for purposes of demonstrating compliance with the nondiscrimination requirements under Code §401(a)(4) or the ACP Tests, or if the contribution formulas under the Plan is designed to satisfy a nondiscrimination safe harbor, and compensation elements are excluded from the definition of Plan Compensation that do not meet the safe harbor exclusions set forth in Treas. Reg. §1.414(s)-1, additional nondiscrimination testing may be required.*

In no case may Plan Compensation for any Participant exceed the Compensation Limit.

(a) ***Application to safe harbor formulas.*** *If the Plan provides for Employer Contributions using the permitted disparity allocation method or if the Plan is a Safe Harbor Plan, the compensation used for Plan Compensation must meet a definition of compensation as set forth in Treas. Reg. §1.414(s)-1. Failure to use a definition of Plan Compensation that satisfies the nondiscrimination requirements under Treas. Reg. §1.414(s)-1 will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or Safe Harbor Plan safe harbors. To ensure the definition of Plan Compensation satisfies a nondiscriminatory definition under Code §414(s), the Employer may elect to exclude only compensation elements that meet the safe harbor exclusions set forth in Treas. Reg. §1.414(s)-1. Alternatively, the Employer may elect under AA§5-3(l) or under AA §6C-4, as applicable, to restrict the application of any compensation adjustments only to Highly Compensated Employees.*

If the Employer elects to apply a definition of Plan Compensation under a Safe Harbor Plan that does not satisfy a nondiscriminatory definition under Code §414(s) for a given Plan Year, the Employer will be deemed to have elected to use Total Compensation for purposes of determining the Safe Harbor Contribution under the Plan for such Plan Year. In addition, any election to exclude compensation above a specific dollar amount under AA §5-3(d) or under AA §6C-4(a)(6) will not apply for purposes of determining Safe Harbor Contributions for Nonhighly Compensated Employees. The Employer may elect to restrict any of the exclusions under AA §5-3 or AA §6C-4 solely to Highly Compensated Employees by designating such restriction in AA §5-3(l) or AA §6C-4(b), if applicable.

The Employer may elect to exclude specific types of compensation for purposes of determining the amount that may be made as Salary Deferrals under a Safe Harbor Plan, provided that each eligible Nonhighly Compensated Employee is permitted to make Salary Deferrals under a definition of Plan Compensation that would be a reasonable definition of compensation within the meaning of Treas. Reg. §1.414(s)-1(d)(2). Thus, the definition of Plan Compensation from which Salary Deferrals may be made is not required to satisfy the nondiscrimination requirement of §1.414(s)-1(d)(3).

(b) **Determination period.** Unless designated otherwise under AA §5-4, Plan Compensation is determined based on the Plan Year. Alternatively, the Employer may elect under AA §5-4 to determine Plan Compensation on the basis of the calendar year ending in the Plan Year or any other 12-month period ending in the Plan Year. If the determination period is the calendar year or other 12-month period ending in the Plan Year, for any Employee whose date of hire is less than 12 months before the end of the designated 12-month period, Plan Compensation will be determined over the Plan Year.

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(c) **Partial period of participation.** If an Employee is a Participant for only part of a Plan Year, Plan Compensation may be determined over the entire Plan Year or over the period during which such Employee is a Participant. In determining whether an Employee is a Participant for purposes of applying this subsection, the Employee's status will be determined solely with respect to the contribution type for which the definition of Plan Compensation is being determined. To the extent this subsection applies to Salary Deferrals, any limitations on the amount of Salary Deferrals permitted under AA §6A-2 will be determined using the definition of Plan Compensation as determined under AA §5-4. However, this subsection does not affect the amount of Salary Deferrals elected under the Salary Reduction Agreement which is generally determined for each separate payroll period. Plan Compensation does not include any amounts earned for any period while an individual is not an Eligible Employee.

1.95 **Plan Year.** The 12-consecutive month period designated under AA §2 on which the records of the Plan are maintained. If the Plan Year is amended to create a Short Plan Year or if a new Plan has an initial Short Plan Year, the Employer may document such Short Plan Year under AA §2-4(c).

1.96 **Predecessor Employer.** An employer that previously employed the Employees of the Employer.

1.97 **Pre-Tax Deferrals.** Pre-tax Deferrals are a Participant's Salary Deferrals that are not includible in the Participant's gross income at the time deferred.

1.98 ***Prior Year Testing Method.*** *A method for applying the ACP Test.*

1.99 **Public School.** A State-sponsored educational organization described under Code §170(b)(1)(A)(ii). Public Schools include educational organizations sponsored by Indian Tribal Governments.

1.100 ***QACA Safe Harbor Contribution.*** *A contribution authorized under AA §6C-2 that allows the Plan to qualify as a Qualified Automatic Contribution Arrangement (QACA). A QACA Safe Harbor Contribution may be a QACA Safe Harbor Matching Contribution or a QACA Safe Harbor Employer Contribution.*

1.101 ***QACA Safe Harbor Employer Contribution.*** *An Employer Contribution that satisfies the requirements of a QACA Safe Harbor Contribution.*

1.102 ***QACA Safe Harbor Matching Contribution.*** *A Matching Contribution that satisfies the requirements of a QACA Safe Harbor Contribution.*

1.103 ***Qualified Automatic Contribution Arrangement (QACA).*** *A 403(b) plan that satisfies the conditions under Section 6.04(b).*

1.104 ***Qualified Church-Controlled Organization (QCCO).*** *An organization described in Code §3121(w)(3)(B) and the Treasury Regulations thereunder, and generally refers to any church controlled, tax-exempt organization described in Code§501(c)(3) of the Internal Revenue Code, other than an organization which:*

(a) *Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and*

(b) *Normally receives more than 25% of its support from either: (1) governmental sources, or (2) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.*

1.105 **Qualified Domestic Relations Order (QDRO).** A domestic relations order that provides for the payment of all or a portion of the Participant's benefits to an Alternate Payee and satisfies the requirements under Code §414(p).

1.106 ***Qualified Election.*** *An election to waive the QJSA or QPSA under the Plan.*

1.107 ***Qualified Joint and Survivor Annuity (QJSA).*** *A QJSA is an immediate annuity payable over the life of the Participant with a survivor annuity payable over the life of the Spouse. If the Participant is not married as of the Annuity Starting Date, the QJSA is an immediate annuity payable over the life of the Participant.*

1.108 ***Qualified Nonelective Contribution (QNEC).*** *An Employer Contribution made by the Employer that satisfies the requirements under Section 3.02(a)(6).*

1.109 **Qualified Organization.** An Eligible Employer that is an educational organization described under Code §170(b)(1)(A)(ii); a hospital, a health and welfare service agency (including a home health service agency) described under Treas. Reg. §1.403(b)-4(c)(3)(ii)(C); a Church-Related Organization; or any organization described under Code §414(e)(3)(B)(ii).

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1.110 ***Qualified Preretirement Survivor Annuity (QPSA).*** *A QPSA is an annuity payable over the life of the surviving Spouse that is purchased using 50% of the Participant's vested Account Balance as of the date of death. The Employer may modify the 50% QPSA level under the AA.*

1.111 **Qualifying Longevity Annuity Contract (QLAC)**. An annuity contract that is purchased from an insurance company for an Employee and that satisfies the requirements under Treas. Reg. §1.401(a)(9)-6, Q&A-17.

1.112 **Reemployment Commencement Date.** The first date upon which an Employee is credited with an Hour of Service following a Break in Service (or Period of Severance, if the Plan is using the Elapsed Time method of crediting service).

1.113 **Related Employer.** A Related Employer means any entity which is under common control with the Employer under Code §§414(b), (c), (m) or (o). This determination is made consistent with the principles set forth under Treas. Reg.§1.414(c)-5 and any other guidance issued by the IRS relating to control groups of tax-exempt organizations or Electing Churches. If the Employer is a Public School, a Church, or a QCCO, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654. For purposes of applying the provisions under this Plan, the Employer and any Related Employers are treated as a single Employer, unless specifically stated otherwise. (See Section 16.06 for operating rules that apply when the Employer is a member of a Related Employer group. Also, see Section 16 for rules regarding participation of Employees of Related Employers.)

1.114 **Retirement Income Account.** A defined contribution program established and maintained by a Church-Related Organization to provide benefits under Code §403(b) for its Employees and beneficiaries as described under Treas. Reg. §1.403(b)-9.

1.115 **Rollover Contribution.** A contribution made by an Employee to the Plan attributable to an Eligible Rollover Distribution (as defined in Section 8.05(a)(1)) from another retirement plan or IRA.

1.116 **Roth Deferrals.** Roth Deferrals are Salary Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Deferrals in the Participant's Salary Reduction Agreement. A Participant's Roth Deferrals will be maintained in a separate Account containing only the Participant's Roth Deferrals and gains and losses attributable to those Roth Deferrals.

1.117 ***Safe Harbor Plan.*** *A 403(b) plan that satisfies the conditions for a Safe Harbor 403(b) Plan, including a QACA, under Section 6.04.*

1.118 ***Safe Harbor Contribution.*** *A contribution authorized under AA §6C that allows the Plan to qualify as a Safe Harbor Plan. A Safe Harbor Contribution may be a Safe Harbor Matching Contribution, a Safe Harbor Employer Contribution, a QACA Safe Harbor Matching Contribution or a QACA Safe Harbor Employer Contribution.*

1.119 ***Safe Harbor Employer Contributions****. An Employer Contribution that satisfies the requirements under Section 6.04(a).*

1.120 ***Safe Harbor Matching Contributions.*** *A Matching Contribution that satisfies the requirements under Section 6.04(a).*

1.121 **Salary Deferrals.** Amounts contributed to the Plan at the election of the Participant, in lieu of cash compensation, which are made pursuant to a Salary Reduction Agreement or other deferral mechanism. Salary Deferrals include Roth Deferrals and Pre-Tax Deferrals. Salary Deferrals shall not include any amounts properly distributed as an Excess Annual Addition under Code §415. An Employee's Salary Deferrals are treated as employer contributions for all purposes under this Plan, except as otherwise provided under the Code or Treasury regulations. A contribution that is made pursuant to an Employee's one-time irrevocable election made on or before the Employee's first becoming eligible to participate under the Plan or a Mandatory Contribution is not a Salary Deferral and is treated as an Employer Contribution to the Plan.

1.122 **Salary Reduction Agreement.** A written agreement between a Participant and the Employer, whereby the Participant elects to have a specific percentage or dollar amount withheld from his/her Plan Compensation and the Employer agrees to contribute such amount into the §403(b) Plan. The Salary Reduction Agreement shall take effect as soon as administratively practicable following the date indicated under the Employee's election.

1.123 **Seasonal Employee.** An Employee who normally works on a full-time basis less than five months during any year.

1.124 **Section 403(b) Contract.** A contract that satisfies the requirements of Treas. Reg. §1.403(b)-3.

1.125 **Severance from Employment.** Severance from Employment occurs when the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a §403(b) plan under §1.403(b)-2(b)(8) of the Treasury Regulations (an "Eligible Employer"), even if the Employee remains employed with another entity that is a Related

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Employer where either (a) such Related Employer is not an eligible employer or (b) the Employee is employed or in a capacity that is not employment with an Eligible Employer.

1.126 **Short Plan Year.** Any Plan Year that is less than 12 months long, either because of the amendment of the Plan Year, or because the Effective Date of a new Plan is less than 12 months prior to the end of the first Plan Year. (See Section 11.10 for the operational rules that apply if the Plan has a Short Plan Year.)

1.127 **Special Catch-Up Contributions.** A special catch-up contribution allowed for certain Employees of Qualified Organizations as permitted under Treas. Reg. §1.403(b)-4(c)(3).

1.128 **Spouse.** Subject to any additional guidance by the IRS or other agency or court, a Spouse is any individual who is lawfully married to the Participant under a state or foreign jurisdiction. However, a former Spouse of the Participant will be treated as the Spouse or surviving Spouse and any current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a valid QDRO.

1.129 **State.** A State, a political subdivision of a State, or any agency or instrumentality of a State.

1.130 **Student Employee.** A student enrolled and regularly attending classes at the school, college or university, and performing services for such school, college or university as described in Code §3121(b)(10).

1.131 ***Targeted QNECs.*** *QNECs that are allocated under the Targeted QNEC allocation method under Section 3.02(a)(6)(ii)(B) (if applicable).*

1.132 **Taxable Wage Base.** The maximum amount of wages taken into account for Social Security purposes. The Taxable Wage Base is used to determine the Integration Level for purposes of applying the permitted disparity allocation formula.

1.133 **Taxable Year.** The annual accounting period for keeping records and reporting income and expenses. A Taxable Year may be a calendar year - 12 consecutive months beginning January 1 and ending December 31 or a fiscal year - 12 consecutive months ending on the last day of any month except December.

1.134 **Temporary Employee.** Any Employee performing services under a contractual arrangement with the Employer of two years or less duration. Possible contract extensions may be considered in determining the duration of a contractual arrangement, but only if, under the facts and circumstances, there is a significant likelihood that the Employee's contract will be extended. Future contract extensions are considered significantly likely to occur for purposes of this rule if:

(a) on average 80 percent of similarly situated Employees have had bona fide offers to renew their contracts in the immediately preceding two academic or calendar years; or

(b) the Employee with respect to whom the determination is being made has a history of contract extensions with respect to his or her current position.

An Employee is not considered a Temporary Employee solely because he or she is included in a unit of Employees covered by a collective bargaining agreement of two years or less duration.

1.135 ***Testing Compensation.*** *The compensation used for purposes of the nondiscrimination tests under Code §401(a)(4) and the ACP Tests. In determining the Testing Compensation used for purposes of applying the nondiscrimination and ACP Tests, the Plan Administrator is not bound by any elections made under AA §5 with respect to Total Compensation or Plan Compensation under the Plan. Thus, the Plan Administrator may use Total Compensation or any other nondiscriminatory definition of compensation under Code §414(s) and the regulations thereunder. The Plan Administrator may determine on an annual basis (and within its discretion) the components of Testing Compensation, provided such definition is applied consistently to all Participants.*

In determining whether a definition of Plan Compensation or Testing Compensation satisfies a nondiscriminatory definition of compensation under Code §414(s), the Plan may use any allowable exclusion under Treas. Reg. §1.414(s)-1. For this purpose, an exclusion of any of the following compensation items is deemed to qualify as a safe harbor nondiscriminatory definition of compensation under Code §414(s):

(a) *All Elective Deferrals, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4);*

(b) *All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits;*

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(c) *Differential Pay as defined in Section 1.137(e);*

(d) *Compensation above a specific dollar amount; and*

(e) *Any other amounts to the extent such exclusions are limited to only Highly Compensated Employees.*

In addition, a definition of Plan Compensation or Testing Compensation will satisfy a nondiscriminatory definition of compensation under Code §414(s) if the definition of compensation qualifies as a reasonable definition of compensation as set forth in Treas. Reg. §1.414(s)-1(d), including the additional nondiscrimination testing required under Treas. Reg. §1.414(s)-1(d)(3).

Testing Compensation may be determined over the Plan Year for which the applicable test is being performed or the calendar year ending within such Plan Year. In determining Testing Compensation, the Plan Administrator may take into consideration only the compensation received while the Employee is a Participant under the component of the Plan being tested. In no event may Testing Compensation for any Participant exceed the Compensation Limit defined in Section 1.29.

1.136 ***Top Paid Group.*** *The top 20% of Employees ranked by Total Compensation for purposes of determining status as a Highly Compensated Employee.*

1.137 **Total Compensation.** A Participant's compensation for services with the Employer. Total Compensation may be defined in AA §5-1 to be either W-2 Wages, Wages under Code §3401(a), or Code §415 Compensation. Each definition of Total Compensation includes Elective Deferrals, elective contributions to a cafeteria plan under Code §125 or to an eligible deferred compensation plan under Code §457, and elective contributions that are not includible in the Employee's gross income as a qualified transportation fringe under Code §132(f)(4). Total Compensation does not include nontaxable amounts paid to Ministers as a housing allowance under Code §107.

(a) **Total Compensation definitions.** The Employer may elect under AA §5-1 to define Total Compensation as any of the following definitions:

(1) **W-2 Wages.** Wages within the meaning of Code §3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §6041(d), 6051(a)(3), and 6052, determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(2) **Wages under Code §3401(a).** Wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(3) **Code §415 Compensation.** Wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer (without regard to whether or not such amounts are paid in cash) to the extent that the amounts are includible in gross income, including amounts that are includible in the gross income of an Employee under the rules of Code §409A or §457(f)(1)(A) or because the amounts are constructively received by the Employee. Such amounts include, but are not limited to, commissions, compensation for services on the basis of a percentage of profits, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treas. Reg. §1.62-2(c)), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code §402(e)(3), §408(k)(6), §408(p)(2)(A)(i), or §457(b)) to a plan of deferred compensation (including a SEP described in Code §408(k) or a SIMPLE IRA described in Code §408(p), and whether or not qualified) to the extent such contributions are not includible in the Employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified); and

(ii) Other amounts which received special tax benefits, or contributions made by the Employer (other than Elective Deferrals) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Post-severance compensation.** Total Compensation includes compensation that is paid after an Employee severs employment with the Employer, provided the compensation is paid by the later of 2½ months after Severance from Employment with the Employer maintaining the Plan or the end of the Limitation Year that includes such date of Severance from Employment. For this purpose, compensation paid after Severance of Employment may only be

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included in Total Compensation to the extent such amounts would have been included as compensation if they were paid prior to the Employee's Severance from Employment.

For purposes of applying this subsection (b), unless designated otherwise under AA §5-2, the following amounts that are paid after a Participant's severance of employment are included in Total Compensation:

(1) **Regular pay.** Compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments;

(2) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued; and

(3) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

Other post-severance payments (such as severance pay, parachute payments within the meaning of Code §280G(b)(2), or post-severance payments under a nonqualified unfunded deferred compensation plan that would not have been paid if the Employee had continued in employment) are not included as Total Compensation, even if such amounts are paid within the time period described in this subsection (b).

In determining the amount of a Participant's Employer Contributions, Matching Contributions, Salary Deferrals or After-Tax Contributions, Plan Compensation may not include any amounts that do not satisfy the requirements of this subsection (b) or subsection (c). If Total Compensation is defined to include post-severance compensation, the Employer may elect to exclude all such compensation paid after termination of employment from the definition of Plan Compensation under AA §5-3(j) or may elect to exclude any of the specific types of post-severance compensation defined in subsections (1), (2) and/or (3) above, by designating such compensation types under AA §5-3(l). *The exclusion of post-severance compensation from the definition of Plan Compensation that is otherwise includible in Total Compensation may cause the Plan to fail the nondiscriminatory compensation rules under Treas. Reg. §1.414(s)-1.*

(c) **Continuation payments for disabled Participants.** Unless designated otherwise under AA §5-2(b), Total Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). If elected under AA §5-2(b), the Plan may take into account compensation the Participant would have received for the year if the Participant was paid at the rate of compensation paid immediately before becoming permanently and totally disabled (if such compensation is greater than the Participant's compensation determined without regard to this subsection (c)), provided contributions made with respect to amounts treated as compensation under this subsection (c) are nonforfeitable when made.

If so elected under AA §5-2(b), payment to disabled Participants will be included as Total Compensation, notwithstanding the rules under subsection (b). *The Employer may elect under AA §5-2(b) to apply this rule only to Nonhighly Compensated Employees or to all Participants.*

(d) **Deemed §125 compensation.** A reference to elective contributions under a Code §125 cafeteria plan includes any amounts that are not available to a participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. Such deemed §125 compensation will be treated as an amount under Code §125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. If the Employer elects under AA §5-3(i) to exclude deemed §125 compensation from the definition of Plan Compensation, such exclusion also will apply for purposes of determining Total Compensation under this Section and Includible Compensation.

(e) **Differential Pay.** In the case of an individual who receives Differential Pay from the Employer:

(1) such individual will be treated as an Employee of the Employer making the payment, and

(2) the Differential Pay shall be treated as wages and will be included in calculating an Employee's Total Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive Differential Pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of

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any contribution or benefit based on Differential Pay. However, for purposes of applying this subparagraph, the provisions of Code §§410(b)(3), (4), and (5) shall apply. The Employer may elect to exclude Differential Pay from the definition of Plan Compensation.

For purposes of this subsection (e), Differential Pay means any payment which is made by an Employer to an individual while the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this subsection (e), Uniformed Services are services as described in Code §3401(h)(2)(A).

1.138 **Valuation Date.** The date or dates upon which Plan assets are valued. Plan assets will be valued as of the last day of each Plan Year. In addition, the Employer may elect under AA §11-1 to establish additional Valuation Dates. Notwithstanding any election under AA §11-1, the Custodian and the Employer and/or the Plan Administrator may agree to more frequent valuation dates.

1.139 **Vendor.** The provider of an Annuity Contract or Custodial Account under the Plan.

1.140 **Volume Submitter Sponsor.** A person meeting the eligibility requirements of Section 11.02 or Section 11.03 of Revenue Procedure 2013-22 (or subsequent IRS guidance) that submits an application for an advisory letter for a Code §403(b) Volume Submitter Plan.

1.141 **Volume Submitter Plan.** This Basic Plan Document #08 and the applicable Adoption Agreement that qualifies for an advisory letter under Revenue Procedure 2013-22.

1.142 **Year of Service.** For purposes of determining Includible Compensation or Special Catch-Up Contributions, "Year of Service" means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

For purposes of applying the eligibility, vesting and allocation rules, a "Year of Service" is a 12-consecutive month period ("Computation Period") during which an Employee completes 1,000 Hours of Service. For purposes of applying the eligibility rules under Section 2.03 of the Plan, an Employee will earn a Year of Service if he/she completes 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in Section 2.03(a)(3)). For purposes of applying the vesting rules under Section 7.03, an Employee will earn a Year of Service if he/she completes 1,000 Hours of Service with the Employer during a Vesting Computation Period (as defined in Section 7.04). The Employer may elect under AA §4-3(a) (for eligibility purposes) and AA §8-5(a) (for vesting purposes) to require the completion of any lesser number of Hours of Service to earn a Year of Service. Alternatively, the Employer may elect to apply the Elapsed Time method (for eligibility and/or vesting purposes) in calculating an Employee's Years of Service under the Plan.

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SECTION 2
ELIGIBILITY AND PARTICIPATION

2.01 **Eligibility**. In order to participate in the Plan, an Employee must be an Eligible Employee (as defined in Section 2.02) and must satisfy the Plan's minimum age and service conditions (as defined in Section 2.03). Once an Employee satisfies the Plan's minimum age and service conditions, such Employee shall become a Participant on the appropriate Entry Date (as selected in AA §4-2). An Employee who meets the minimum age and service requirements set forth herein, but who is not an Eligible Employee, will be eligible to participate in the Plan only upon becoming an Eligible Employee.

(a) **Salary Deferrals.** Each Employee (other than an Employee excluded from participation under Section 2.02(b)) is an Eligible Participant, without regard to any age or service conditions applicable to other types of contributions to the Plan. An Eligible Participant shall be eligible to make Salary Deferrals as of his/her Employment Commencement Date. The Employer will contribute a Participant's Salary Deferrals to the Plan on behalf of the Participant. To be eligible to make Salary Deferrals, an Eligible Participant must complete a Salary Reduction Agreement. The Employer has a reasonable period of time to begin withholding Salary Deferrals with respect to an Eligible Participant.

(b) **Employer Contributions and Matching Contributions.** An Employee who is not excluded from participation under Section 2.02(b) will become an Eligible Participant under the Plan for purposes of receiving Employer Contributions and Employer Matching Contributions (as applicable) as of the Entry Date elected in the Adoption Agreement following the satisfaction of the age and service conditions specified in AA §4-1. If the Employer is an educational organization described in Code §170(b)(1)(A)(ii) exempt from tax under Code §501(a), the maximum age cannot exceed age 26, provided the Plan does not require more than one Year of Service to participate and all Participants are immediately vested in their Accounts.

(c) **After-Tax Contributions**. If the Plan provides for After-Tax Contributions, the same eligibility conditions that apply with respect to Salary Deferrals will also apply to the After-Tax Contributions. The Employer may elect to provide different eligibility conditions for After-Tax Contributions under the AA §6C-2.

2.02 **Eligible Employees**. Unless specifically excluded under AA §3-1 or this Section 2.02, all Employees of the Employer are Eligible Employees. AA §3-1 lists various classes of Employees that may be excluded from Plan participation. If an Employee is not an Eligible Employee (e.g., such Employee is a member of a class of Employees excluded under AA §3-1), that individual may not participate under the Plan, unless he/she subsequently becomes an Eligible Employee.

(a) **Only Employees may participate in the Plan.** To participate in the Plan, an individual must be an Employee. If an individual is not an Employee (e.g., the individual performs services with the Employer as an independent contractor) such individual may not participate under the Plan. If an individual's status as a non-Employee is challenged by the IRS, the reclassification of such individual as an Employee will not create retroactive rights to participate in the Plan. Thus, for example, if the IRS should find that an independent contractor is really an Employee, such individual will be eligible to participate in the Plan as of the date the IRS issues a final determination declaring such individual to be an Employee (provided the individual has satisfied all conditions for participating in the Plan (as described in Section 2.01). For periods prior to the date of such final determination, the reclassified Employee will not have any rights to accrued benefits under the Plan, except as agreed to by the Employer and the IRS, or as set forth in an amendment adopted by the Employer.

(b) **Excluded Employees.** The Employer may elect under AA §3-1 to exclude designated classes of Employees. The Employer may elect to exclude different classes of Employees for different contribution sources under the Plan.

(1) **Collectively Bargained Employees.** Unless the applicable collective bargaining agreement provides otherwise, the Employer may elect under AA §3-1(b) to exclude Collectively Bargained Employees with respect to Employer Contributions and Matching Contributions. For this purpose, a Collectively Bargained Employee is an Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining. For this purpose, an Employee will not be considered a Collectively Bargained Employee for a Plan Year if more than two percent of the Employees who are covered pursuant to the collective bargaining agreement are professionals as defined in Treas. Reg. §1.410(b)-9. For this purpose, the term "Employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

(2) **Nonresident aliens.** The Employer may elect under AA §3-1(c) to exclude Employees who are nonresident aliens with respect to Salary Deferrals, Employer Contributions and Matching Contributions. For this purpose, a nonresident alien is neither a citizen of the United States nor a resident of the United States for U.S. tax purposes (as defined in Code §7701(b)), and who does not have any earned income (as defined in Code §911) for the Employer that constitutes U.S. source income (within the meaning of Code §861). If a nonresident alien

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Employee has U.S. source income, he/she is treated as satisfying this definition if all of his/her U.S. source income from the Employer is exempt from U.S. income tax under an applicable income tax treaty.

(3) **Student Employees.** The Employer may elect under AA §3-1(d) (subject to the conditions in Code §410(b)(4)) to exclude Employees who are Student Employees with respect to Salary Deferrals, Employer Contributions and Matching Contributions. A Student Employee is an Employee of the Employer who is a student enrolled and regularly attending classes at the school, college or university, and performs services for the school, college or university as described in Code §3121(b)(10).

(4) **Employees who normally work fewer than 20 hours per week.** The Employer may elect under AA §3-1(e) (subject to the conditions in Code §410(b)(4)) to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Adoption Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period.

(5) **Additional exclusions for Salary Deferral contributions.** With respect to Employees eligible to make Salary Deferrals, the Employer may elect to exclude from the Plan any person:

(i) who participates in an eligible governmental deferred compensation plan within the meaning of Code §457(b) sponsored by the Employer;

(ii) who is eligible to participate in a 401(k) plan or another 403(b) plan sponsored by the Employer which provides for contributions pursuant to a Salary Reduction Agreement; or

(iii) whose contribution to the Plan under its maximum deferral percentage would be $200 or less.

(6) **Inclusion of excludable Employee.** If the Employer does not exclude an individual excludable from participation under categories in Sections 2.02(b)(3) and 2.02(b)(4), then all Employees within the same category must be eligible to participate in the Plan.

(7) **Leased Employees.** Leased employees as defined in Code §414(n) are not common law employees of the Employer and not eligible to participate in the Plan.

(c) **Employees of Related Employers.** If the Employer is a member of a Related Employer group, Employees of each member of the Related Employer group may participate under this Plan, provided the Related Employer executes a Participating Employer Adoption Page under the Adoption Agreement. If a Related Employer does not execute a Participating Employer Adoption Page, any Employees of such Related Employer are not eligible to participate in the Plan. (See Section 16.06 for operating rules that apply when the Employer is a member of a Related Employer group. Also see Section 16 for rules regarding participation of Employees of Related Employers.)

(d) **Ineligible Employee becomes Eligible Employee.** If an Employee changes status from an ineligible Employee to an Eligible Employee, such Employee will become a Participant immediately on the date he/she changes status to an Eligible Employee, provided the Employee has satisfied the Plan's minimum age and service conditions (with respect to Employer Contributions and Employer Matching Contributions) and has passed the Entry Date (as defined in AA §4-2) that would otherwise have applied had the Employee been an Eligible Employee. If the Employee's original Entry Date (determined as if the Employee was always an Eligible Employee) has not passed as of the date the Employee becomes an Eligible Employee, the Employee will not become a Participant until such Entry Date. This requirement is deemed satisfied with respect to Salary Deferrals under the Plan if the Employee is permitted to commence making deferrals under the Plan within a reasonable period of time after the Employee becomes an Eligible Employee. If an ineligible Employee has not satisfied the Plan's minimum age and service conditions applicable to Employer Contributions and Employer Matching Contributions at the time such Employee becomes an Eligible Employee, such Employee will become a Participant on the appropriate Entry Date following satisfaction of the Plan's minimum age and service requirements.

(e) **Eligible Employee becomes ineligible Employee.** If an Employee ceases to qualify as an Eligible Employee (i.e., the Employee changes status from an eligible class to an ineligible class of Employees), such Employee will immediately cease to participate in the Plan. If such Employee should subsequently become an Eligible Employee, he/she will be able to participate in the Plan in accordance with subsection (d) above.

(f) **Improper exclusion of eligible Participant.** If the Plan improperly excludes a Participant who has satisfied the requirements under this Section 2 for participating under the Plan, the Employer may take reasonable action to correct

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such violation, provided such corrective action is consistent with the requirements of the Employee Plans Compliance Resolution System (EPCRS) program. For example, the violation may be corrected by making an additional contribution to the Plan on behalf of the omitted Participant or by allocating any available forfeitures under the Plan to such Participant to restore any missed contributions under the Plan. (See Rev. Proc. 2013-12 or subsequent IRS guidance for a description of the EPCRS program.)

2.03 **Minimum Age and Service Conditions.** AA §4-1 contains specific elections as to the minimum age and service conditions which an Employee must satisfy prior to becoming eligible to participate under the Plan. **The Employer may not impose age or service conditions on an Employee's ability to make Salary Deferrals.**

As a Governmental Plan, this Plan is not subject to the minimum age and service under the Code and Title I of ERISA.

(a) **Application of age and service conditions.** The Employer may elect under AA §4-1 to impose minimum age and service conditions that an Employee must satisfy in order to participate under the Plan. The Plan may not require an Employee to attain an age older than age 21 (or 26 for a qualified educational institution as provided under Code §410(a)(1)(B)(ii)) or to complete more than two Years of Service.

(1) **Year of Service.** In applying the minimum service requirements under AA §4-1, an Employee will earn a Year of Service if the Employee completes at least 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in subsection (3) below). The Employer may modify the definition of Year of Service under AA §4-3(a) to require a lesser number of Hours of Service to earn a Year of Service. An Employee will receive credit for a Year of Service, as of the end of the Eligibility Computation Period during which the Employee completes the required Hours of Service needed to earn a Year of Service. An Employee need not be employed for the entire Eligibility Computation Period to receive credit for a Year of Service, provided the Employee completes the required Hours of Service during such period.

(2) **Months of service.** The Employer may elect under AA§4-1(a) to require a specific number of Hours of Service during a designated number of months of employment. If an Employee is required under AA §4-1(a) to complete a certain number of Hours of Service during a designated period, an Employee generally will satisfy the eligibility conditions as of the end of the designated period, regardless of whether the Employee is employed during the entire period. Alternatively, the Employer may elect under AA §4-1(a)(3)(ii) to require an Employee to be employed continuously throughout the designated period, provided the Employee is eligible to participate in the Plan upon completing a Year of Service.

If an Employee does not complete the required Hours of Service during the designated period or does not work continuously during the designated period, if required under AA §4-1(a)(3)(ii), the Employee will satisfy eligibility upon completion of a Year of Service. For purposes of applying the Year of Service requirement, an Employee need not be employed during the entire measuring period as long as the Employee completes the required Hours of Service. For example, an Employee who is not employed throughout the designated period, if required under AA §4-1(a)(3)(ii), would still satisfy the eligibility conditions as of the end of the Eligibility Computation Period if the Employee completes a Year of Service, regardless of whether the Employee is employed during the entire period.

(3) **Eligibility Computation Periods.** In determining whether an Employee has earned a Year of Service for eligibility purposes, an Employee's initial Eligibility Computation Period is the 12-month period beginning on the Employee's Employment Commencement Date. Subsequent Eligibility Computation Periods will either be based on Plan Years or Anniversary Years (as set forth in AA §4-3(b)).

(i) **Plan Years.** If the Employer bases subsequent Eligibility Computation Periods on Plan Years, the Plan will begin measuring Years of Service on the basis of Plan Years beginning with the first Plan Year commencing after the Employee's Employment Commencement Date. Thus, for the first Plan Year following the Employee's Employment Commencement Date, the initial Eligibility Computation Period and the first Plan Year Eligibility Computation Period may overlap.

(ii) **Anniversary Years.** If the Employer elects under AA §4-3(b) to base subsequent Eligibility Computation Periods on Anniversary Years, the Plan will measure Years of Service after the initial Eligibility Computation Period on the basis of 12-month periods commencing with the anniversaries of the Employee's Employment Commencement Date.

(iii) **Two Years of Service requirement.** If a two Years of Service eligibility condition applies under AA §4-1(a)(6), subsequent Eligibility Computation Periods will be based on Anniversary Years as defined in subsection (ii) above. However, if an Employee fails to earn a Year of Service during the first or second Eligibility Computation Period, subsequent Eligibility Computation Periods will be determined on the

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basis of the Plan Year commencing within the first or second Eligibility Computation Period, as applicable, and subsequent Plan Years. The Employer may elect under AA §4-3(b) to determine subsequent Eligibility Computation Periods on the basis of Anniversary Years, rather than Plan Years.

(iv) **Rehired Employee**. If an Employee is rehired following a Break in Service, the Employee's initial Eligibility Computation Period following the Employee's return to employment will be measured from the Employee's Reemployment Commencement Date. Subsequent Eligibility Computation Periods will be measured based on the Plan Year or anniversaries of the Reemployment Commencement Date, as designated under subsection (i) or (ii) above. For this purpose, an Employee's Reemployment Commencement Date is the first day the Employee is entitled to be credited with an Hour of Service after the first Eligibility Computation Period in which the Employee incurs a Break in Service.

(4) **Hours of Service.** In calculating an Employee's Hours of Service for purposes of applying the eligibility rules under this Section 2.03, the Employer will count the actual Hours of Service an Employee works during the year. The Employer may elect under AA §4-3(c) or (d) to use the Elapsed Time Method or Equivalency Method (instead of counting the actual Hours of Service an Employee works). (See subsections (5) and (6) below for a description of the Equivalency Method and Elapsed Time method of crediting service.)

(5) **Equivalency Method.** Instead of counting actual Hours of Service in applying the minimum service conditions under this Section 2.03, the Employer may elect under AA §4-3(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(6) **Elapsed Time method.** Instead of counting actual Hours of Service in applying the minimum service requirements under this Section 2.03, the Employer may elect under AA §4-3(c) to apply the Elapsed Time method for calculating an Employee's service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee begins a Period of Severance which lasts at least 12 consecutive months. In calculating an Employee's aggregate period of service, an Employee receives credit for any Period of Severance that lasts less than 12 consecutive months. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

(i) **Period of Severance.** For purposes of applying the Elapsed Time method, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge.

In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for purposes of caring for a child of the Employee for a period beginning immediately following the birth or placement of such child.

(ii) **Related Employers.** For purposes of applying the Elapsed Time method, service will be credited for employment with any Related Employer.

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(7) **Amendment of age and service requirements.** If the Plan's minimum age and service conditions are amended, an Employee who is a Participant immediately prior to the effective date of the amendment is deemed to satisfy the amended requirements. This provision may be modified under the special Effective Date provisions under Appendix A of the Adoption Agreement.

(b) **Entry Dates for Employer Contributions and Matching Contributions.** Once an Eligible Employee satisfies the minimum age and service conditions (as set forth in AA §4-1), the Employee will be eligible to participate under the Plan as of his/her Entry Date (as set forth in AA §4-2). The Employer may elect different Entry Dates with respect to Matching Contributions and Employer Contributions.

(1) **Entry Date requirements.** In no event may a Participant's Entry Date be later than: (i) the first day of the Plan Year beginning after the date on which the Participant satisfies the minimum age and service conditions described in subsection (a) above, or (ii) six months after the date the Participant satisfies such age and service conditions. An Eligible Employee must be employed by the Employer on his/her Entry Date to begin participating in the Plan on such date.

(2) **Single annual Entry Date.** If the Employer elects a single annual Entry Date under AA §4-2(f), the maximum permissible age and service conditions described in subsection (a) above are reduced by one-half (1/2) year, unless: (1) the Employer elects under AA §4-2(i) to use the Entry Date *nearest* the date the Employee satisfies the Plan's minimum age and service conditions *and* the Entry Date is the first day of the Plan Year or (2) the Employer elects under AA §4-2(j) to use the Entry Date *preceding* the date the Employee satisfies the Plan's minimum age and service conditions.

2.04 **Participation on Effective Date of Plan.** An Employee who has satisfied the minimum age and service conditions and reached his/her Entry Date as of the Effective Date of the Plan will be eligible to participate in the Plan as of such Effective Date. If an Employee has satisfied the minimum age and service conditions as of the Effective Date of the Plan but has not yet reached his/her Entry Date, the Employee will be eligible to participate on the appropriate Entry Date. The Employer may modify this rule under AA §4-2 by electing to treat all Employees employed on the Effective Date of the Plan as Participants (regardless of whether they have satisfied the Plan's minimum age and service conditions) or by designating a specific date as of which all Eligible Employees will be deemed to be a Participant, (regardless of whether the Employee has otherwise satisfied the minimum age and service conditions).

2.05 **Rehired Employees**. Subject to the Break in Service rules under Section 2.07, if a terminated Employee is subsequently rehired, such Employee will be eligible to participate in the Plan on his/her reemployment date, if the Employee is an Eligible Employee and the Employee had satisfied the Plan's minimum age and service conditions and reached his/her Entry Date prior to termination of employment. If the Employee had satisfied the Plan's minimum age and service conditions but terminated prior to reaching his/her Entry Date, the Employee will be eligible to participate on his/her reemployment date or the original Entry Date, if later. If a rehired Employee had not satisfied the Plan's minimum age and service conditions prior to termination of employment, such Employee is eligible to participate in the Plan on the appropriate Entry Date following satisfaction of the eligibility requirements under this Section 2. For purposes of Salary Deferrals, the requirement to participate on the reemployment date is deemed satisfied if a rehired Employee is permitted to commence making Salary Deferrals within a reasonable period following reemployment.

2.06 **Service with Predecessor Employers.** If the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer may be treated as service with the Employer for purposes of applying the provisions of this Plan. If the Employer does not maintain the plan of a Predecessor Employer, service with such Predecessor Employer does not count for eligibility purposes under this Section 2, unless the Employer specifically designates under AA §4-5 to credit service with such Predecessor Employer for eligibility. Unless designated otherwise under AA §4-5, if the Employer takes into account service with a Predecessor Employer, such service will count for purposes of eligibility under this Section 2, vesting under Section 7 (see Section 7.06) and for purposes of the minimum allocation conditions under Section 3.07.

The Employer may designate under AA §4-5(a)(1) to count service with all Employers acquired *as part of a Code §410(b)(6)(C) transaction* or may elect specific Employers for whom service will not be credited. Alternatively, the Employer may designate under AA §4-5(a)(2) specific Predecessor Employers for which service will be credited. The Employer may designate to credit predecessor service only for purposes of eligibility, vesting and/or any minimum allocation conditions under the Plan.

Governmental and Church Plans are not subject to coverage and nondiscrimination rules applicable to the crediting of service with Predecessor Employers under Title I of ERISA.

2.07 **Break in Service Rules.** Generally, an Employee will be credited with all service earned for the Employer, including service earned prior to the effective date of the Plan and service earned while the Employee is an ineligible Employee. However, the

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Employer may elect under AA §4-3 to disregard an Employee's service with the Employer under the Break in Service rules set forth in this Section 2.07. Governmental and Church Plans are not subject to the break in service rules applicable under Title I of ERISA.

(a) **Break in Service.** An Employee incurs a Break in Service for any Eligibility Computation Period (as defined in Section 2.03(a)(3)) during which the Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects under AA §4-3(a) to require less than 1,000 Hours of Service to earn a Year of Service for eligibility purposes, a Break in Service will occur for any Eligibility Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn an eligibility Year of Service.

(b) **Nonvested Participant Break in Service rule.** Under the Nonvested Participant Break in Service rule, if a Participant is totally nonvested (i.e., 0% vested) in his/her entire Account Balance, and such Participant incurs five (5) or more consecutive one-year Breaks in Service (or, if greater, a consecutive period of Breaks in Service at least equal to the Participant's aggregate number of Years of Service with the Employer), the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining eligibility to participate in the Plan. If the Employee returns to employment with the Employer, such Employee will be treated as a new Employee for purposes of determining eligibility under the Plan. For this purpose, a Participant who has made Salary Deferrals under the Plan will be treated as having a vested interest in the Plan. Thus, the Nonvested Participant Break in Service rule may not be used with respect to any contributions under the Plan (even if such Employee is totally nonvested in such contributions) for a Participant who has made Salary Deferrals under the Plan. The Employer must elect to apply the Nonvested Participant Break in Service rule under AA §4-3(e).

(c) **Special Break in Service rule for Plans using two Years of Service for eligibility.** If the Employer has elected under AA §4-1(a)(6) to require Employees to complete two Years of Service to become eligible to participate in the Plan, any Employee who incurs a one-year Break in Service before satisfying the two Years of Service eligibility condition will not be credited with service earned before such one-year Break in Service.

(d) **One-Year Break in Service rule.** Under the One-Year Break in Service rule, if an Employee incurs a one-year Break in Service, such Employee will not be credited with any service earned prior to such one-year Break in Service for purposes of determining eligibility to participate under the Plan until the Employee has completed a Year of Service after the Employee's return to employment. The Employer must elect to apply the One-Year Break in Service rule under AA §4-3(f).

(1) **Temporary disregard of service.** If a Participant has service disregarded under the One-Year Break in Service rule, such Participant will have his/her service reinstated upon returning to employment as of the first day of the Eligibility Computation during which the Participant completes a Year of Service. For this purpose, the Eligibility Computation Period is the 12-month period commencing on the date the Employee first performs an Hour of Service following the Break in Service. If a Participant does not complete a Year of Service during the first Eligibility Computation Period following his/her return to employment, subsequent Eligibility Computation Periods will be determined based on Plan Years beginning with the first Plan Year following the Employee's return to employment (unless the Employer selects Anniversary Years as the Eligibility Computation Period under AA §4-3(b).

(2) **Application to Salary Deferrals.** The One-Year Break in Service rule will not apply to Salary Deferrals under the Plan.

2.08 **Waiver of Participation.** An Employee may not waive participation under the Plan unless specifically permitted under AA §11. For this purpose, the mere failure to make Salary Deferrals or After-Tax Employee Contributions under the Plan is not a waiver of participation. The Employer may elect under AA §11 to permit Employees to make a one-time irrevocable election to not participate under the Plan. Such election must be made upon inception of the Plan or at any time prior to the time the Employee first becomes eligible to participate under any plan maintained by the Employer. An Employee, in accordance with the regulations under Code §403(b), who makes a one-time irrevocable election not to participate may not subsequently elect to participate under the Plan. Waiver of participation by an Employee who makes a one-time irrevocable election does not violate the universal availability rule.

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SECTION 3
PLAN CONTRIBUTIONS

This Section 3 describes the type of contributions that may be made to the Plan. The type of contributions that may be made to the Plan and the method for allocating such contributions may vary depending on the type of Plan involved. (See Section 5 for a discussion of the limits that apply to any contributions made under the Plan.)

3.01 Types and Timing of Contributions.

(a) **Types of Contributions.** An Employer may designate under AA §6 the amount and type of contributions that may be made under this Plan. To share in a contribution under the Plan, an Employee must satisfy all of the conditions for being a Participant (as described in Section 2) and must satisfy any allocation conditions applicable to the particular type of contribution. A contribution that is made pursuant to an Employee's one-time irrevocable election made on or before the Employee's first becoming eligible to participate under the Plan and a Mandatory Contribution made as a condition of employment that reduces an Employee's compensation are treated as Employer Contributions to the Plan. All types of contributions are subject to the terms of the governing Investment Arrangement(s).

(b) **Timing of Contributions.** The Employer must make contributions to the Plan within a reasonable period of time for the proper administration of the Plan. With regard to Salary Deferrals, a reasonable period of time is no longer than 15 business days following the month in which the Employer otherwise would have paid the Salary Deferrals to the Employee.

(c) **Contributions for former Employees.** If so provided under AA §6-5(a), the Employer may continue to make Employer Contributions on behalf of a former Employee. For purposes of determining Employer Contributions for a former Employee, the former Employee is deemed to have monthly Total Compensation for the period through the end of the Taxable Year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five Taxable Years. The amount of monthly Total Compensation is equal to 1/12 of the former Employee's Total Compensation during the former Employee's most recent year of service, as defined in Treas. Reg. §1.403(b)-4(e).

(d) **Contributions of Accrued Unpaid Sick and/or Vacation Leave.** If so provided under AA §6-5(b), the Employer may make Employer Contributions of amounts of accrued unpaid sick and/or vacation leave to the Plan. The Employer must describe the manner in which such Employer Contributions will be made to the Plan under AA §6-5(b).

3.02 **Employer Contribution Formulas.** If permitted under AA §6 and subject to the terms of the applicable Investment Arrangement(s), the Employer may make an Employer Contribution to the Plan, in accordance with the contribution formula selected under AA §6-2. To receive an allocation of Employer Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described below.

As a Governmental Plan, the Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.

(a) **Employer Contribution formulas.** The Employer may elect under AA §6-2 to make any of the following Employer Contributions. If the Employer elects more than one Employer Contribution formula, each formula is applied separately. The Employer's aggregate Employer Contribution for a Plan Year will be the sum of the Employer Contributions under all such formulas.

(1) **Discretionary Employer Contribution.** If a discretionary contribution is selected under AA §6-2(a), the Employer may decide on an annual basis how much (if any) it wishes to contribute to the Plan as an Employer Contribution. If the Employer elects to make a discretionary contribution, such amount may be allocated under the pro rata, permitted disparity, Employee group, age-based or uniform points allocation method (as selected in AA §6-3).

(i) **Pro rata allocation formula**. Under the pro rata allocation formula, a pro rata share of the Employer Contribution is allocated to each Participant's Employer Contribution Account. A Participant's pro rata share may be determined based on the ratio such Participant's Plan Compensation bears to the total Plan Compensation of all Participants or as a uniform dollar amount, as designated in AA §6-3(a).

(ii) **Permitted disparity allocation formula.** Under the permitted disparity allocation formula, the Employer Contribution is allocated to Participants' Employer Contribution Accounts using a two-step method.

Notwithstanding any other provision under this subsection, for any Plan Year this Plan benefits any Participant who benefits under another Code §403(b) plan maintained by the Employer that provides for

permitted disparity (or imputes disparity), Employer Contributions and forfeitures will be allocated to the account of each Participant who either completes more than 500 Hours of Service during the Plan Year or who is employed on the last day of the Plan Year in the ratio that such Participant's Total Compensation bears to the Total Compensation of all Participants.

(A) **Two-step method.** Under the two-step method, the discretionary Employer Contribution is allocated under the following method:

(I) **Step one.** The Employer Contribution is allocated to each Participant's Employer Contribution Account in the ratio that the sum of each Participant's Plan Compensation plus Excess Compensation (as defined in subsection (B) below) bears to the sum of the total Plan Compensation plus Excess Compensation of all Participants, but not in excess of the Maximum Disparity Rate (as defined in subsection (D) below).

(II) **Step two.** Any Employer Contribution remaining after the allocation in subsection (I) above one will be allocated in the ratio that each Participant's Plan Compensation bears to the total Plan Compensation of all Participants.

(B) **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level.

(C) **Integration Level.** The Taxable Wage Base, unless specified otherwise under AA §6-3(c)(1).

(D) **Maximum Disparity Rate.** The Maximum Disparity Rate is the maximum amount that may be allocated with respect to Excess Compensation. The amount allocated as a percentage of Plan Compensation and Excess Compensation may not exceed the following percentage:

Integration Level (as a percentage of the Taxable Wage Base)	Maximum Disparity Rate
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% and not more than 80%	4.3%
20% or less	5.7%

(E) **Taxable Wage Base.** The maximum amount of wages that are considered for Social Security purposes as in effect at the beginning of the Plan Year.

(iii) **Uniform points allocation.** Under the uniform points allocation, the Employer will allocate the discretionary Employer Contribution on the basis of each Participant's total points for the Plan Year, as determined under AA §6-3(d). A Participant's allocation of the Employer Contribution is determined by multiplying the Employer Contribution by a fraction, the numerator of which is the Participant's total points for the Plan Year and the denominator of which is the sum of the points for all Participants for the Plan Year.

A Participant will receive points for each year(s) of age and/or each Year(s) of Service designated under AA §6-3(d). In addition, a Participant also may receive points based on his/her Plan Compensation. Each Participant will receive the same number of points for each designated year of age and/or service and the same number of points for each designated level of Plan Compensation.

(iv) **Employee group allocation.** Under the Employee group allocation method, the Employer may make a different discretionary contribution to each Participant's Employer Contribution Account based on the Employee allocation groups designated under AA §6-3(e). The Employer Contribution made for an allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount. If the Employer Contribution is allocated as a percentage of Plan Compensation, the amount that will be allocated to each Participant within an allocation group is determined by multiplying the Employer Contribution made for that allocation group by the following fraction:

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$$\frac{\text{Participant's Plan Compensation}}{\text{Plan Compensation of all Participants in the allocation group}}$$

Alternatively, the Employer may set forth in the description of the Employee groups under AA §6-3(e)(2) a fixed contribution amount for a designated Employee group. If a fixed contribution is provided for a specific Employee group, the amount designated as the fixed contribution will be allocated to each Participant within the designated Employee group.

(v) **Age-based allocation formula.** Under the age-based allocation formula, the Employer will allocate the discretionary Employer Contribution on the basis of each Participant's adjusted Plan Compensation.

(A) **Adjusted Plan Compensation.** For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in subsection (B) below).

(B) **Actuarial Factor.** Unless designated otherwise under AA §6-3(f), a Participant's Actuarial Factor is determined based on an 8.5% interest rate and the UP-1984 mortality table. (See Appendix A of the Plan for the Actuarial Factors associated with an 8.5% interest rate and the UP-1984 mortality table and a testing age of 65.

(2) **Fixed Employer Contribution.** The Employer may elect under AA §6-2 to make a fixed contribution to the Plan. The Employer may elect under AA §6-2 to make a fixed contribution as a designated percentage of Plan Compensation or as a uniform dollar amount. In addition, the contribution may be allocated in accordance with a Collective Bargaining Agreement. If a fixed contribution is selected under AA §6-2, the Employer Contribution will be allocated under the fixed contribution formula under AA §6-3 in accordance with the selections made in AA §6-2.

(3) **Outside Agreements, Contracts or Arrangements.** The Employer may elect under AA §6-2(c) to determine contributions in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan, or in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s). Any contribution based on the provisions of a Collective Bargaining Agreement or employment contract will be allocated in accordance with the provisions of the Collective Bargaining Agreement(s) or employment contract.

(4) **Service-based Employer Contribution.** If elected in AA §6-2(d), the Employer may make a contribution based on an Employee's service with the Employer during the Plan Year (or other period designated under AA §6-4). The Employer may elect to make the service-based contribution as a discretionary contribution or as a fixed contribution. Any such contribution will be allocated on the basis of Participants' Hours of Service, weeks of employment or other measuring period selected under AA §6-2(d). The Employer Contribution will be allocated under the service-based allocation formula under AA §6-3(g).

(5) **Year of Service Employer Contribution.** The Employer may elect under AA §6-2(e) to provide an Employer Contribution based on an Employee's Years of Service with the Employer. Unless designated otherwise under AA §6-2(e), an Employee earns a Year of Service for each Plan Year during which the Employee completes at least 1,000 Hours of Service. The Employer may designate an alternative definition of Year of Service under AA §6-2(e). The Employer Contribution will be allocated under the Year of Service allocation formula under AA §6-3(h).

(6) **Frozen Plan.** The Employer may designate under AA §2 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions with respect to Plan Compensation earned after the date identified in AA §2. In addition, if the Plan allows Salary Deferrals, no Participant will be permitted to make Elective Deferrals or After-Tax Employee Contributions to the Plan for any period following the effective date of the freeze as identified in AA §2. All amounts credited to an affected Participant's Account become 100% vested, regardless of the Participant's vested percentage. If the Plan holds any unallocated forfeitures at the time of the freeze, such forfeitures may be allocated to all eligible Participants in the year of the freeze, regardless of any contrary selections under AA §8-6.

(b) **Mandatory Contributions.** The Employer may elect under AA §6 to have Mandatory Contributions under the Plan. Mandatory Contributions are treated as Employer Contributions under the Plan.

(c) **Period for determining Employer Contributions.** In determining the amount of Employer Contributions to be allocated to Participants under the Plan, the Plan will take into account Plan Compensation for the Plan Year. The

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Employer may designate under the AA alternative periods for determining the allocation of Employer Contributions. If alternative periods are designated, a Participant's allocation of Employer Contributions will be determined separately for each designated period based on Plan Compensation earned during such period. If an alternative period is designated, the Employer need not actually make the Employer Contribution during the designated period, provided the total Employer Contribution for the Plan Year is allocated based on the proper Plan Compensation.

(d) **Offset of Employer Contributions.** If the Employer maintains any other qualified plan(s) which cover any Participants under this Plan, the Employer may elect under the AA to reduce such Participants' allocation under this Plan to take into account the benefits provided under the Employer's other qualified plan(s). The Employer may attach an addendum to the Adoption Agreement describing how the offset will be applied.

3.03 **Salary Deferrals.** Subject to the terms of the applicable Investment Arrangement(s), the Employer may elect under AA §6A to authorize Participants to make Salary Deferrals under the Plan. A Participant's total Salary Deferrals under this Plan may not exceed the Elective Deferral Dollar Limit described under Section 5.02 or the amount permitted under the Code §415 Limitation described under Section 5.03. Subject to the universal availability requirements, the Employer may elect under AA §6A-2 to apply a different limit on Salary Deferrals.

(a) **Salary Reduction Agreement.** In order to make Salary Deferrals under the Plan, a Participant must enter into a Salary Reduction Agreement which authorizes the Employer to withhold a specific dollar amount or a specific percentage from the Participant's Plan Compensation. The Salary Reduction Agreement may permit a Participant to specify a different percentage or dollar amount be withheld from specified components of Plan Compensation, such as base pay, bonuses, commissions, etc. The Employer may apply special limits on the amount of Salary Deferrals that may be deferred from bonus payments or may apply special deferral limits applicable to bonus payments under the Salary Reduction Agreement, without regard to any limitations selected under the Adoption Agreement. The Employer will deposit any amounts withheld from a Participant's Plan Compensation as Salary Deferrals into the Participant's Salary Deferral Account under the Plan. A Salary Reduction Agreement may only relate to Plan Compensation that is not currently available at the time the Salary Reduction Agreement is completed. The Salary Reduction Agreement may provide that the Employee's deferral election will increase by a designated amount unless the Employee affirmatively elects otherwise. In determining the amount to be withheld from a Participant's Plan Compensation, the Plan Administrator may round any Salary Reduction Agreement election to the next highest or lowest whole dollar amount and may require that any Salary Reduction Agreement election must designate a whole percentage of Plan Compensation for a Salary Deferral. The Employer may designate under AA §6A-9 to apply a special effective date as of which Participants may begin making Salary Deferrals under the Plan. Regardless of any special effective date designated under AA §6A-9, a Salary Reduction Agreement may not be effective prior to the later of:

(1) the date the Employee becomes a Participant;

(2) the date the Participant executes the Salary Reduction Agreement; or

(3) the date the Plan is first adopted or effective.

For this purpose, Salary Deferrals may be taken into account for a Plan Year only if the Salary Deferrals are allocated to the Employee's Account as of a date within that Plan Year. For this purpose, Salary Deferrals are considered allocated as of a date within a Plan Year only if the allocation is not contingent on the Employee's participation in the Plan or performance of services on any subsequent date and the Salary Deferrals are actually paid to the Plan no later than the end of the 12-month period immediately following the year to which the contribution relates. In addition, the Salary Deferrals must relate to Plan Compensation that either would have been received by the Employee in the Plan Year but for the Employee's election to defer or are attributable to services performed by the Employee in the Plan Year and, but for the Employee's election to defer, would have been received by the Employee within 2½ months after the close of the Plan Year.

In addition, Salary Deferrals made pursuant to a Salary Reduction Agreement may not be made earlier than the date the Participant performs the services to which such Salary Deferrals relate or the date the compensation subject to such Salary Reduction Agreement would be currently available to the Participant absent the deferral election (if earlier). Regardless of when a Participant elects to commence making Salary Deferrals, the Employer may delay commencement for a reasonable period of time in order to implement the Salary Reduction Agreement.

A Salary Reduction Agreement is valid even though it is executed by an Employee before he/she actually has qualified as a Participant, so long as the Salary Reduction Agreement is not effective before the date the Employee is a Participant.

Unless a Salary Reduction Agreement is otherwise revised, if an Employee is absent from work by leave of absence, Salary Deferrals under the Plan shall continue to the extent that Plan Compensation continues.

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(b) **Change in deferral election.** An Employee must be permitted to enter into a new Salary Reduction Agreement or to modify or terminate an existing Salary Reduction Agreement at least once a year. The Employer may designate additional dates on the Salary Reduction Agreement form (or other written procedures) as to when a Participant may modify or terminate a Salary Reduction Agreement. Any election to modify or terminate a Salary Reduction Agreement will take effect within a reasonable period following such election and will apply only on a prospective basis. The Employer may allow an Employee to increase his/her deferral election up to the Elective Deferral Dollar Limit at any time during the last two months of the Plan Year. The rules for modifying a Salary Reduction Agreement are subject to the terms governing the applicable Investment Arrangement.

(c) **Automatic Contribution Arrangement.** The Employer may elect under AA §6A-8 to provide for an automatic deferral election under the Plan. If the Employer elects to apply an automatic deferral election, the Employer will automatically withhold the amount designated under AA §6A-8 from Participants' Plan Compensation, unless the Participant completes a Salary Reduction Agreement electing a different deferral amount (including a zero deferral amount). Unless provided otherwise under AA §6A-8, an Employee who is automatically enrolled under a prior plan document will continue to be automatically enrolled under the current Plan document.

(1) **Eligible Automatic Contribution Arrangement (EACA).** To the extent an Automatic Contribution Arrangement satisfies the requirements of an EACA for a Plan Year, as set forth below, such Automatic Contribution Arrangement will automatically qualify as an EACA for purposes of applying the special rules applicable to EACAs described in subsection (2) below. If an Automatic Contribution Arrangement does not satisfy the requirement for an EACA for an entire Plan Year, the Automatic Contribution Arrangement will not be eligible for the special EACA provisions under subsection (3) for such Plan Year. However, the Automatic Contribution Arrangement continues to apply for such Plan Year and the failure to qualify as an EACA has no impact on the qualified status of the Plan or on the Employer's ability to rely on the Favorable IRS Letter issued with respect to the Plan. Thus, the provisions under subsection (2) will continue to apply as selected in AA 6A-8 for the Plan Year, even if the Automatic Contributions Arrangement does not qualify as an EACA for the entire Plan Year.

(2) **Definition of Eligible Automatic Contribution Arrangement (EACA).** The Plan will qualify as an EACA if the Plan provides for an automatic deferral election (as described in subsection (i)) and provides an annual written notice as described in subsection (iv) below. Any Salary Deferrals withheld pursuant to an automatic deferral election will be deposited into the Participant's Salary Deferral Account.

(i) **Automatic deferral election.** To qualify as an EACA, each Employee eligible to participate in the Plan must have a reasonable opportunity after receipt of the notice described in subsection (iv) to make an affirmative election to defer (or an election not to defer) under the Plan before any automatic deferral election goes into effect. If an automatic deferral election applies under the Plan, such election will not apply to Participants who have entered into a Salary Reduction Agreement for an amount equal to or greater than the automatic deferral amount designated under AA §6A-8. The Employer also may elect to apply the automatic deferral election only to Participants who become eligible to participate after a specified date.

An automatic deferral election ceases to apply with respect to any Employee who makes an affirmative election (that remains in effect) to make Salary Deferrals or to not have any Salary Deferrals made on his/her behalf. Salary Deferrals made pursuant to an automatic deferral election will cease as soon as administratively feasible after an Eligible Employee makes an affirmative deferral election. In addition, automatic deferrals will be reduced or stopped to meet the limitations under Code §§402(g), and 415 and to satisfy any suspension period required after a distribution.

Unless elected otherwise under AA §6A-8(a)(5)(i), a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. If a terminated Participant's affirmative election to defer (or to not defer) ceases upon termination of employment, the Participant will be subject to the automatic deferral provisions of this subsection (i) upon rehire, including the default election provisions and the notice requirements under subsection (iv) below.

(ii) **Uniformity requirement.** If an Eligible Employee does not make an affirmative deferral election, such Employee will be treated as having elected to make Salary Deferrals in an amount equal to a uniform percentage of Plan Compensation as set forth in AA §6A-8. For this purpose, an automatic deferral election will not fail to be a uniform percentage of Plan Compensation merely because:

(A) The deferral percentage varies based on the number of years an eligible Employee has participated in the Plan (e.g., due to the application of an automatic increase provisions);

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(B) The automatic deferral election does not reduce a Salary Deferral election in effect immediately prior to the effective date of the automatic deferral election;

(C) The rate of Salary Deferrals is limited so as not to exceed the limits of Code §402(g) (determined with or without Catch-Up Contributions) and 415; or

(D) The automatic deferral election is not applied during the period an employee is not permitted to make Salary Deferrals.

(iii) **Automatic increase.** The Plan may provide under AA §6A-8 that the automatic deferral amount will automatically increase by a designated percentage each Plan Year. Unless designated otherwise under AA §6A-8(a)(4), in applying any automatic deferral increase under AA §6A-8, the initial deferral amount will apply for the period that begins when the employee first participates in the automatic contribution arrangement and ends on the last day of the following Plan Year. The automatic increase will apply for each Plan Year beginning with the Plan Year immediately following the initial deferral period and for each subsequent Plan Year. For example, if an Employee makes his/her first automatic deferral for the period beginning July 1, 2017, and no special election is made under AA §6A-8(a)(), the first automatic increase would take effect on January 1, 2019 (assuming the Plan is using a calendar Plan Year) which is the first day of the Plan Year beginning after the first Plan Year following the period for which the Employee makes his/her first automatic deferral under the Plan.

(iv) **Annual notice requirement.** Each eligible Employee must receive a written notice describing the Participant's rights and obligations under the Plan which is sufficiently accurate and comprehensive to apprise the Employee of such rights and obligations, and is written in a manner calculated to be understood by the average Plan Participant. The annual notice only needs to be provided to those Employees who are covered under the Automatic Contribution Arrangement. If it is impractical to provide the annual notice to a newly eligible Participant before the date such individual becomes eligible to participate under the Plan, the notice will be treated as timely if it is provided as soon as practicable after such date and the Employee is permitted to defer from Plan Compensation earned beginning on the date of participation.

(A) **Contents of annual notice.** To qualify as an EACA, the annual notice must contain the same information as applies for purposes of the safe harbor notice described under Treas. Reg. §1.401(k)-(3)(d)(2). However, to qualify as an EACA, the annual notice must also include a description of:

(I) the level of Salary Deferrals which will be made on the Employee's behalf if the Employee does not make an affirmative election;

(II) the Employee's right under the EACA to elect not to have Salary Deferrals made on the Employee's behalf (or to elect to have such Salary Deferrals made in a different amount or percentage of Plan Compensation);

(III) how contributions under the EACA will be invested and, if the Plan provides for Participant direction of investment, how Salary Deferrals made pursuant to an automatic deferral election will be invested in the absence of an investment election by the Employee; and

(IV) the Employee's right to make a permissible withdrawal (as described under subsection (3)(i) below), if applicable, and the procedures to elect such a withdrawal.

(B) **Timing of annual notice.** The annual notice described under this subsection (iv)(B) must be provided at the same time and in the same manner as the annual safe harbor notice described under Treas. Reg. §1.401(k)-(3)(d)(2). The annual notice must be provided within a reasonable period before the beginning of each Plan Year (or, in the year an Employee becomes an eligible Employee, within a reasonable period before the Employee becomes an eligible Employee). In addition, a notice satisfies the timing requirements only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice and before the first Salary Deferral made under the arrangement to make an alternative deferral election.

The annual notice will be deemed timely if it is provided to each eligible Employee at least 30 days (and no more than 90 days) before the beginning of each Plan Year. In the case of an Employee who does not receive the notice within such period because the Employee becomes an

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eligible Employee after the 90th day before the beginning of the Plan Year, the timing requirement is deemed to be satisfied if the notice is provided no more than 90 days before the Employee becomes an eligible Employee (and no later than the date the Employee becomes an eligible Employee).

(v) **Timing of automatic deferral.** Generally, the automatic deferral will commence as of the date the Employee is otherwise eligible to make Salary Deferrals under the Plan, if the Employee had completed a Salary Reduction Agreement. However, the automatic deferral will be treated as timely if the automatic deferral commences no later than the earlier of the pay date for the second payroll period or the pay date that occurs at least 30 days following the later of:

(A) the date on which the Employee first becomes an Eligible Employee (or becomes an Eligible Employee following a rehire); or

(B) the date on which such Employee is provided notice of the automatic deferral.

(3) **Special Rules for Eligible Automatic Contribution Arrangement (EACA).** If the Plan provides for an automatic deferral election provision under AA §6A-8 and such automatic deferral election qualifies as an EACA, the Employer may elect to offer special permissible withdrawals (as set forth in subsection (i) below). To qualify as an EACA, the Plan must satisfy the provisions of subsection (2) for the entire Plan Year.

(i) **Permissible Withdrawals under EACA.** If so elected under AA §6A-8(b), any Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under an EACA may elect to withdraw such contributions (and earnings attributable thereto) in accordance with the requirements of this subsection (i). A permissible withdrawal under this subsection (i) may be made without regard to any elections under AA §10 and will not cause the Plan to fail the prohibition on in-service distribution applicable to Salary Deferrals under Section 8.09(c).

(A) **Amount of distribution.** A distribution satisfies the requirement of this subsection (i) if the distribution is equal to the amount of Salary Deferrals made pursuant to the automatic deferral election through the effective date of the withdrawal election (as described in subsection (C)) adjusted for allocable gains and losses as of the date of the distribution.

The distribution amount determined under this subsection (A) may be reduced by any generally applicable fees. However, the Plan may not charge a greater fee for a permissible distribution under this subsection (i) than applies with respect to other Plan distributions.

(B) **Timing of permissive withdrawal election.** An election to withdraw Salary Deferrals under this subsection (i) must be made no later than 90 days after the date of the first default Salary Deferral under the EACA. The date of the first default Salary Deferral is the date that the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income. The Employer may designate an alternative period for making permissive withdrawals under AA §6A-8(b)(3).

(C) **Effective date of permissible withdrawal.** The effective date of a permissible withdrawal election cannot be later than the pay date for the second payroll period that begins after the election is made or, if earlier, the first pay date that occurs at least 30 days after the election is made. If an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.

(D) **Consequences of permissible withdrawal.** Any amount distributed under this subsection (i) is includible in the Employee's gross income for the Taxable Year in which the distribution is made. However, the portion of any distribution consisting of Roth Deferrals is not included in an Employee's gross income a second time. In addition, a permissible withdrawal under this subsection (i) is not subject to any penalty tax under Code §72(t). Unless the Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Salary Deferrals made on the Employee's behalf as of the date specified in subsection (C) above.

(E) **Forfeiture of Matching Contributions.** In the case of any withdrawal made under this subsection (i), any Matching Contributions made with respect to such withdrawn Salary Deferrals must be

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forfeited. Any forfeiture of Matching Contributions under this subsection (E) will be made in accordance with the requirements of Section 7.11.

(d) **Age 50 Catch-Up Contributions.** If permitted under AA §6A-4 and subject to the terms of the applicable Investment Arrangement(s), a Participant who is aged 50 or over by the end of his/her Taxable Year beginning in the calendar year may make Age 50 Catch-Up Contributions under the Plan, provided such Age 50 Catch-Up Contributions are in excess of an otherwise applicable limit under the Plan. For this purpose, an otherwise applicable Plan limit is a limit in the Plan that applies to Salary Deferrals without regard to Age 50 Catch-up Contributions, such as the Code §415 Limitation (described in Section 5.03) and the Elective Deferral Dollar Limit (described in Section 5.02).

(1) **Age 50 Catch-Up Contribution Limit.** Age 50 Catch-up Contributions for a Participant for a Taxable Year may not exceed the Age 50 Catch-Up Contribution Limit. The Age 50 Catch-Up Contribution Limit for Taxable Years beginning in 2015 is $6,000. For Taxable Years beginning after 2015, the Age 50 Catch-Up Contribution Limit will be adjusted for cost-of-living increases under Code §414(v)(2)(C).

(2) **Special treatment of Catch-Up Contributions.** Age 50 Catch-up Contributions are not subject to the Elective Deferral Dollar Limit or the Code §415 Limitation.

(e) **Special Catch-Up Contributions for certain Employees of Qualified Organizations**. If permitted under AA §6A-4 and subject to the terms of the applicable Investment Arrangement(s), solely for a Participant who is an Employee with 15 years of service (as defined in Treas. Reg. §1.403(b)-4(c)(3)) with an Employer that is a Qualified Organization (a "Qualified Employee"), the limit under Code §402(g) for a Participant's Taxable Year is increased by the least of the following:

(1) $3,000;

(2) The excess of:

(i) $15,000, reduced by

(ii) The total Special §403(b) Catch-up Contributions made for the Qualified Employee by the Qualified Organization for prior years; or

(3) The excess of:

(i) $5,000 multiplied by the number of Years of Service of the Employee with the Qualified Organization, reduced by

(ii) The total Salary Deferrals made for the Employee by the Qualified Organization for prior years.

(f) **Coordination of Age 50 Catch-Up Contributions and Special Catch-Up Contributions**. The Plan will treat any catch-up amount that is contributed by an Employee who is eligible for both the Age 50 Catch-Up Contribution and Special Catch-Up Contribution first as a Special Catch-Up Contribution to the extent permitted and then as an Age 50 Catch-Up Contribution. However, in no event may the amount of Salary Deferrals for a year exceed the Participant's Plan Compensation for the year.

(g) **Roth Deferrals.** If permitted under AA §6A-5 and subject to the terms of the applicable Investment Arrangement(s), a Participant may designate all or a portion of his/her Salary Deferrals as Roth Deferrals. For this purpose, a Roth Deferral is a Salary Deferral that satisfies the following conditions.

(1) **Irrevocable election.** The Participant makes an irrevocable election (at the time the Participant enters into his/her Salary Reduction Agreement) designating all or a portion of his/her Salary Deferrals as Roth Deferrals. The irrevocable election applies with respect to Salary Deferrals that are made pursuant to such election. A Participant may modify or change a Salary Reduction Agreement to increase or decrease the amount of Salary Deferrals designated as Roth Deferrals, provided such change or modification applies only with respect to Salary Deferrals made after such change or modification. (See subsection (b) above for rules regarding the timing of permissible changes or modifications to a Participant's Salary Reduction Agreement.)

(2) **Subject to immediate taxation.** To the extent a Participant designates all or a portion of his/her Salary Deferrals as Roth Deferrals, such amounts will be includible in the Participant's income at the time the Participant would have received the contribution amounts in cash if the Employee had not made the Salary Deferral election.

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(3) **Separate account.** Any amounts designated as Roth Deferrals will be maintained by the Plan in a separate Roth Deferral Account. The Plan will credit and debit all contributions and withdrawals of Roth Deferrals to such separate Account. The Plan will separately allocate gains, losses, and other credits and charges to the Roth Deferral Account on a reasonable basis that is consistent with such allocations for other Accounts under the Plan. However, in no event may the Plan allocate forfeitures under the Plan to the Roth Deferral Account. The Plan will separately track Participants' accumulated Roth Deferrals and the earnings on such amounts.

(4) **Satisfaction of Salary Deferral requirements.** Roth Deferrals are subject to the same requirements as apply to Salary Deferrals. Thus, Roth Deferrals are subject to the following requirements:

(i) Roth Deferrals are always 100% vested;

(ii) Roth Deferrals are subject to the Elective Deferral Dollar Limit. For this purpose, all Salary Deferrals (both Pre-Tax Deferrals and Roth Deferrals) are aggregated in applying the Elective Deferral Dollar Limit;

(iii) Roth Deferrals are subject to the same distribution restrictions as apply to Salary Deferrals under Section 8.09(c); and

(iv) Roth Deferrals are subject to the required minimum distribution requirements under Code §401(a)(9).

(5) **Rollover of Roth Deferrals.**

(i) **Rollovers from this Plan.** For purposes of the rollover rules under Section 8.05, a Direct Rollover of a distribution from a Participant's Roth Deferral Account will only be made to another Roth Deferral Account under a qualified plan described in Code §401(a) or an annuity contract or custodial account described in Code §403(b) or to a Roth IRA described in §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

(ii) **Rollovers to this Plan.** Subject to the provisions under Article 4, a Participant may make a Rollover Contribution to his/her Roth Deferral Account only if the rollover is a Direct Rollover from another Roth Deferral Account under a qualified retirement plan (as described in Article 4) and only to the extent the rollover is permitted under the rules of Code §402(c). A rollover of Roth Deferrals may not be made to this Plan from a Roth IRA. Any rollover of Roth Deferrals to this Plan will be held in a separate Roth Rollover Account.

(iii) **Minimum rollover amount.** The Plan will not provide for a Direct Rollover (including an Automatic Rollover) for distributions from a Participant's Roth Deferral Account if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200. In addition, any distribution from a Participant's Roth Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year. However, Eligible Rollover Distributions from a Participant's Roth Deferral Account are taken into account in determining whether the total amount of the Participant's Account Balances under the Plan exceeds $1,000 for purposes of applying the Automatic Rollover provisions under Section 8.06.

(iv) **Separate treatment of Roth Deferrals.** The provisions under Section 8.05 that allow a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from the Participant's Roth Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(h) **In-Plan Roth Conversions.** The Employer may elect under the Adoption Agreement to permit In-Plan Roth Conversions under the Plan. For this purpose, an In-Plan Roth Conversion is a conversion of amounts held in a Participant's Plan Account, other than a Roth Deferral Account or Roth Rollover Account, into the Participant's In-Plan Roth Conversion Account under the Plan, pursuant to Code §402A(c)(4). Any election to make an In-Plan Roth Conversion during a Taxable Year may not be changed after the In-Plan Roth Conversion is completed. (For In-Plan Roth Conversions completed prior to January 1. 2013, a Participant had to be eligible to receive a distribution of the converted amounts at the time of the In-Plan Roth Conversion.)

An In-Plan Roth Conversion may be elected by a Participant, a Spousal beneficiary, or an Alternate Payee who is a Spouse or former Spouse. To the extent the term "Participant" is used for purposes of determining eligibility to make an

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In-Plan Roth Conversion, such term will also include a Spousal beneficiary and an Alternate Payee who is a Spouse or former Spouse.

To permit In-Plan Roth Conversions, the Plan must provide for Roth Deferrals under AA §6A-5(a) as of the date the In-Plan Roth Conversion is permitted under the Plan. If In-Plan Roth Conversions are not specifically authorized under AA §6A-5(c), Participants may not make an In-Plan Roth Conversion.

(1) **Amounts Eligible for In-Plan Roth Conversion.** If permitted under the Adoption Agreement, a Participant may convert any portion of his/her vested Account Balance (other than amounts attributable to Roth Deferrals or Roth Deferral rollovers) to an In-Plan Roth Conversion Account. Unless elected otherwise under the Adoption Agreement, a Participant need not be eligible to receive a distribution from the Plan at the time of the In-Plan Roth Conversion.

In addition, an In-Plan Roth Conversion will not be treated as a distribution for the following purposes:

(i) **Participant loans**. A Participant loan directly transferred in an In-Plan Roth Conversion without changing the repayment schedule is not treated as a new loan. The Employer may elect in the Adoption Agreement to not permit Participant loans to be distributed as part of an In-Plan Roth Conversion.

(ii) **Spousal consent.** An In-Plan Roth Conversion is not treated as a distribution for purposes of applying the spousal consent requirements under the Plan. Thus, a married Plan Participant is not required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion, even if the Plan is otherwise subject to spousal consent requirements.

(iii) **Participant consent.** An In-Plan Roth Conversion is not treated as a distribution for purposes of applying the participant consent requirements under Code §411(a)(11). Thus, amounts that are converted as part of an In-Plan Roth Conversion continue to be taken into account in determining whether the Participant's vested Account Balance exceeds $5,000 for purposes of applying the Involuntary Cash-Out provisions and will not trigger the requirement for a notice of the Participant's right to defer receipt of the distribution.

(2) **Mandatory withholding.** An In-Plan Roth Conversion is not subject to 20% mandatory withholding under Code §3405(c).

(3) **Distribution restrictions.** Generally, a distribution will be permitted from the In-Plan Roth Conversion Account to the extent permitted for regular Roth Deferrals under AA §10-1. The distribution restrictions normally applicable to Roth Deferrals, as described in Section 8.09(c), do not apply to the extent the conversion is from a contribution source that is not otherwise subject to the distribution restrictions applicable to Roth Deferrals. In addition, distribution restrictions that otherwise apply with respect to a specific contribution source will continue to apply if such contribution source is converted to Roth Deferrals.

(4) **Effect of In-Plan Roth Conversion.** A Participant must include in gross income the taxable amount of an In-Plan Roth Conversion. For this purpose, the taxable amount of an In-Plan Roth Conversion is the fair market value of the distribution reduced by any basis in the converted amounts. If an outstanding loan is rolled over as part of an In-Plan Roth Conversion, the amount includible in gross income includes the balance of the loan.

Generally, the taxable amount of an In-Plan Roth Conversion is includible in gross income in the Taxable Year in which the conversion occurs.

(5) **Application of Early Distribution Penalty under Code §72(t).** An In-Plan Roth Conversion is not subject to the early distribution penalty under Code §72(t) at the time of the conversion. However, if an amount allocable to the taxable amount of an In-Plan Roth Conversion is subsequently distributed within the 5-taxable-year period beginning with the first day of the Participant's Taxable Year in which the conversion was made, the amount distributed is treated as includible in gross income for purposes of applying the Code §72(t) early distribution penalty. For this purpose, the 5-taxable-year period ends on the last day of the Participant's fifth Taxable Year in the period. This subsection (5) will not apply to the extent the distribution is rolled over to a Roth account in another qualified plan or is rolled over to a Roth IRA. However, the rule under this subsection (5) will apply to any subsequent distributions made from such other Roth account or Roth IRA within the 5-taxable-year period.

(6) **Contribution Sources.** Unless elected otherwise under the Adoption Agreement, an In-Plan Roth Conversion may be made from any contribution source under the Plan, other than a Roth Deferral Account or Roth Rollover Account. The Employer may elect to limit the contribution sources that are eligible for In-Plan Roth Conversion.

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In addition, the Employer may elect to limit In-Plan Roth Conversions to contribution accounts that are 100% vested.

3.04 **Matching Contributions.** The Employer may elect under AA §6B to authorize Matching Contributions under the Plan. If the Employer elects more than one Matching Contribution formula under AA §6B-2, each formula is applied separately. A Participant's aggregate Matching Contributions will be the sum of the Matching Contributions under all such formulas. Any Matching Contribution made under the Plan will be allocated to Participants' Matching Contribution Account. To receive an allocation of Matching Contributions, a Participant must satisfy any allocations conditions designated under the Plan.

A contribution will not be considered a Matching Contribution if such contribution is contributed before the underlying Salary Deferral or After-Tax Employee Contribution election is made or before an Employee performs the services with respect to which the underlying Salary Deferrals or After-Tax Employee Contributions are made (or when the cash that is subject to such election would be currently available, if earlier). A Matching Contribution will not be treated as failing to satisfy the requirements of this paragraph merely because contributions are occasionally made before the Employee performs the services with respect to which the underlying Salary Deferral or After-Tax Employee Contribution election is made (or when the cash that is subject to such elections would be currently available, if earlier) in order to accommodate bona fide administrative considerations (and such amounts are not paid early for the principal purpose of accelerating deductions).

(a) **Contributions eligible for Matching Contributions.** The Matching Contribution formula(s) apply to Salary Deferrals made under the Plan, to the extent authorized under the Adoption Agreement. The Employer may elect under AA §6C-2(c) to include After-Tax Employee Contributions in the Matching Contribution formula(s). If the Matching Contribution formula(s) applies to both Salary Deferrals and After-Tax Employee Contributions, such contributions are aggregated to determine the Matching Contributions under the Plan. Any reference to Salary Deferrals under the Matching Contribution formula(s) includes After-Tax Employee Contributions to the extent such amounts are eligible for Matching Contributions under the Plan.

In addition, the Employer may elect under AA §6B-3(b) to match Elective Deferrals under another 403(b) plan, a qualified plan under Code §401(a) or 457 plan maintained by the Employer. If the Employer elects to make a Matching Contribution based on the Employee's Elective Deferrals or Roth Deferrals under another 403(b) plan, a qualified plan under Code §401(a) or §457 plan, the Employer shall make a Matching Contribution on behalf of any eligible Participant who makes Elective Deferrals or Roth Deferrals to the plan designated under AA §6B-3(b). Any such Matching Contribution made to the Plan will be allocated in accordance with any special provisions added under AA §6B-3(b). Any such Matching Contributions will be in addition to any Matching Contributions made with respect to Salary Deferrals or After-Tax Employee Contributions under this Plan.

(b) **Period for determining Matching Contributions.** AA §6B-5 sets forth the period for which the Matching Contribution formula(s) applies. For this purpose, the period designated in AA §6B-5 applies for purposes of determining the amount of Salary Deferrals (and After-Tax Employee Contributions, if applicable) taken into account in applying the Matching Contribution formula(s) and in applying any limits on the amount of Salary Deferrals that may be taken into account under the Matching Contribution formula(s).

If the Employer elects a discretionary Matching Contribution under AA §6B-2, the Employer may elect to make a different Matching Contribution for each period designated in AA §6B-5. Thus, for example, if the discretionary Matching Contribution is based on the Plan Year quarter under AA §6B-5, the Employer may elect to make a different level of Matching Contribution for each Plan Year quarter.

(c) **True-up contributions.** If the Employer makes Matching Contributions more frequently than annually, the Employer may have to make true-up contributions for Participants. True-up contributions will be required if the Employer actually contributes Matching Contributions to the Plan on a more frequent basis than the period that is used to determine the amount of the Matching Contributions under AA §6B-5. For example, if Matching Contributions apply with respect to Salary Deferrals made for the Plan Year, but the Employer contributes the Matching Contributions on a quarterly basis, the Employer may have to make a true-up contribution to any Participant based on Salary Deferrals for the Plan Year. If a true-up contribution is required under this subsection, the Employer may make such additional contribution as required to satisfy the contribution requirements under the Plan.

If a period other than the Plan Year is selected under AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under AA §6B-5. If an additional discretionary Matching Contribution is made under this subsection (c), such contribution must be provided to all eligible Participants who would otherwise be entitled to a true-up contribution based on Plan Compensation for the Plan Year.

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3.05 **After-Tax Employee Contributions.** The Employer may elect under AA §6C-2 to allow Participants to make After-Tax Employee Contributions under the Plan. If permitted under AA §6C-2, as applicable, a Participant's compensation will be reduced by the amount the Participant elects to contribute as an After-Tax Employee Contribution. Any After-Tax Employee Contributions made under the Plan will be held in Participants' After-Tax Employee Contribution Account, which are always 100% vested. The Employer has a reasonable period of time to begin withholding After-Tax Employee Contributions with respect to an Eligible Participant.

A Participant may increase, decrease, discontinue or resume his/her After-Tax Employee Contributions as set forth in AA §6C-2(d), as applicable. An Employee must be permitted to modify or terminate an existing After-Tax Employee Contribution election at least once a year. The Employer may designate additional dates on the After-Tax Employee Contribution election form (or other written procedures) as to when a Participant may commence, modify or terminate After-Tax Employee Contributions. Alternatively, the Employer may designate under the Adoption Agreement, specific dates as of which a Participant may commence, modify or terminate After-Tax Employee Contributions. Any election to modify or terminate an After-Tax Employee Contribution election will take effect within a reasonable period following such election and will apply only on a prospective basis.

A Participant may withdraw amounts from his/her After-Tax Employee Contribution Account at any time, in accordance with the distribution rules under Section 8.09(a), except as otherwise provided under AA §10. No forfeitures will occur solely as a result of an Employee's withdrawal of After-Tax Employee Contributions. The Employer may collect Participants' After-Tax Employee Contributions using payroll reduction or other collection procedures. The Employer may designate in the Adoption Agreement or in separate administrative procedures any special rules regarding the acceptance of After-Tax Employee Contributions.

3.06 **Allocation Conditions.** In order to receive an allocation of Employer Contributions (other than Salary Deferrals) or an allocation of Matching Contributions, a Participant must satisfy any allocation conditions designated under AA §6-7 or AA §6B-7, as applicable. If the Employer elects under AA §6-7(c) or AA §6B-7(c) to apply a minimum service requirement, the Employer may elect to base such minimum service requirement on the basis of Hours of Service or on the basis of consecutive days of employment under the Elapsed Time method.

(a) **Application to designated period.** Instead of applying the allocation conditions on the basis of the Plan Year, the Employer may elect in AA §6-7(d) or AA §6B-7(d) to apply the allocation conditions on the basis of designated periods. If the Employer elects to apply a last day of employment condition on the basis of designated periods, a Participant will not be entitled to an allocation of Employer Contributions or Matching Contributions for any period designated under AA §6-7(d)(1) or AA §6B-7(d)(1), as applicable, unless the Participant is employed by the Employer at the end of such designated period. If the Employer elects to apply an Hours of Service allocation condition on the basis of designated periods, a Participant will not be entitled to an allocation of Employer Contributions or Matching Contributions for any period designated under AA §6-7(d)(1) or AA §6B-7(d)(1), as applicable, unless the Participant satisfies the required service condition before the end of such designated period.

If the Employer elects to apply the allocation conditions on the basis of designated periods, the Employer may elect to apply any Hours of Service condition using the cumulative method (as described in subsection (1) below) or the period-by-period method (as described in subsection (2) below). The Employer may elect operationally to use either method in applying the Hours of Service condition, provided the Employer uses the same method for all affected Employees during any given period.

(1) **Cumulative method.** Under the cumulative method, the Hours of Service condition is applied with respect to each designated period on a cumulative basis for the Plan Year. The required service condition for any period is determined by multiplying the required Hours of Service (or days of employment, if applicable) by a fraction, the numerator of which is the total number of periods completed during the Plan Year (including the current period) and the denominator of which is the total number of periods during the Plan Year. For example, if a Participant must complete 1,000 Hours of Service to receive an Employer Contribution or Matching Contribution under the Plan, and the Employer elects to apply such condition on the basis of Plan Year quarters under AA §6-7(d)(1)(i) or AA §6B-7(d)(1)(i), as applicable, a Participant would have to complete 250 Hours of Service by the end of the first Plan Year quarter [1/4 x 1,000], 500 Hours of Service by the end of the second Plan Year quarter [2/4 x 1,000], 750 Hours of Service by the end of the third Plan Year quarter [3/4 x 1,000] and 1,000 Hours of Service by the end of the Plan Year [4/4 x 1,000] to receive an allocation of the Employer Contribution or Matching Contribution for such period. If a Participant does not satisfy the required service condition for any designated period during the Plan Year, no Employer Contribution or Matching Contribution will be allocated to that Participant for such period.

(2) **Period-by-period method.** Under the period-by-period method, the minimum service allocation condition is applied separately for each designated period. The required service condition for any period is determined by multiplying the required Hours of Service (or days of employment, if applicable) by a fraction, the numerator of

which is one (1) and the denominator of which is the total number of periods during the Plan Year. For example, if a Participant must complete 1,000 Hours of Service to receive an Employer Contribution or Matching Contribution under the Plan, and the Employer elects to apply such condition on the basis of Plan Year quarters under AA §6-7(d)(1)(i) or AA §6B-7(d)(1)(i), as applicable, a Participant would have to complete 250 Hours of Service in each Plan Year quarter [1/4 x 1,000] to receive an allocation of the Employer Contribution or Matching Contribution for such period. If a Participant does not satisfy the required service condition for any designated period during the Plan Year, no Employer Contribution or Matching Contribution will be allocated to that Participant for such period.

(b) **Special rule for year of termination.** A last day employment condition automatically applies for any Plan Year in which the Plan is terminated, regardless of whether the Employer has elected to apply a last day employment condition under AA §6-7(b) or AA §6B-7(b), as applicable. Thus, the Employer will not be obligated to make an Employer Contribution or Matching Contribution for the Plan Year in which the Plan terminates, unless the Employer provides for an Employer Contribution and/or Matching Contribution in its termination amendment. If there are unallocated forfeitures at the time of Plan termination, such forfeitures will be allocated to Participants under the Plan's procedures for allocating forfeitures.

3.07 **Service with Predecessor Employers.** If the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the allocation conditions under this Section. If the Employer does not maintain the plan of a Predecessor Employer, service with such Predecessor Employer does not count for purposes of applying the allocation conditions under this Section, unless the Employer specifically designates under AA §4-5 to credit service with such Predecessor Employer. Unless designated otherwise under AA §4-5, if the Employer takes into account service with a Predecessor Employer, such service will count for purposes of eligibility under Section 2 (see Section 2.06), vesting under Section 7 (see Section 7.06) and for purposes of the minimum allocation conditions under this Section.

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SECTION 4
ROLLOVER CONTRIBUTIONS AND TRANSFERS

This Section provides the rules regarding Rollover Contributions and transfers that may be made under this Plan. The Plan Administrator has the authority under Section 11 to accept Rollover Contributions under this Plan and to enter into transfer agreements concerning the transfer of assets from another plan to this Plan.

4.01 **Rollover Contributions**. Subject to the terms governing the applicable Investment Arrangement, an Employee (or former Employee) may make a Rollover Contribution to this Plan from a qualified retirement plan or from an IRA, if the acceptance of rollovers is permitted under AA §C-2 or if the Plan Administrator adopts administrative procedures regarding the acceptance of Rollover Contributions. Any Rollover Contribution an Employee (or former Employee) makes to this Plan will be held in the Employee's Rollover Contribution Account (or Roth Rollover Account), which is always 100% vested. Subject to the terms governing the applicable Investment Arrangement a Participant may withdraw amounts from his/her Rollover Contribution Account at any time, in accordance with the distribution rules under Section 8, except as prohibited under AA §10. Any amounts received as a Rollover Contribution under this Section will not be treated as an Annual Addition for purposes of applying the Code §415 Limitation.

For purposes of this Section, a qualified retirement plan is a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in §403(b) of the Code, or an eligible plan under §457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. To qualify as a Rollover Contribution under this Section, the Rollover Contribution must be transferred directly from the qualified retirement plan or IRA in a Direct Rollover or must be transferred to the Plan by the Employee within sixty (60) days following receipt of the amounts from the qualified plan or IRA. The Plan will not accept rollovers of non-deductible IRA contributions.

If Rollover Contributions are permitted, an Employee (or former Employee) may make a Rollover Contribution to the Plan even if the Employee is not a Participant with respect to any or all other contributions under the Plan, unless otherwise prohibited under AA §C-2 or separate administrative procedures adopted by the Plan Administrator. An Employee who makes a Rollover Contribution to this Plan prior to becoming a Participant shall be treated as a Participant only with respect to such Rollover Contribution Account, but shall not be treated as a Participant with respect to other contribution sources under the Plan until he/she otherwise satisfies the eligibility conditions under the Plan. To the extent Participant loans are authorized under the Plan, a "limited Participant" under this paragraph may request a Participant loan from the Rollover Contribution Account, unless provided otherwise under AA §B-3 or separate administrative procedures adopted by the Plan Administrator.

The Plan Administrator may refuse to accept a Rollover Contribution if the Plan Administrator reasonably believes the Rollover Contribution:

(a) is not being made from a proper plan or IRA;

(b) is not being made within sixty (60) days from receipt of the amounts from a qualified retirement plan or IRA;

(c) could jeopardize the tax-exempt status of the Plan; or

(d) could create adverse tax consequences for the Plan or the Employer.

Prior to accepting a Rollover Contribution, the Plan Administrator may require the Employee to provide satisfactory evidence establishing that the Rollover Contribution meets the requirements of this Section.

Under Treas. Reg. §1.401(a)(31)-1, Q&A-14, if the Plan accepts an invalid Rollover Contribution, the contribution will be treated, for purposes of applying the qualification requirements of Code §401(a) to the Plan, as if it were a valid Rollover Contribution if two conditions are satisfied:

(a) When accepting the amount from the Employee as a Rollover Contribution, the Plan Administrator must reasonably conclude that the contribution is a valid Rollover Contribution; and

(b) If the Plan Administrator later determines that the contribution was an invalid Rollover Contribution, the Plan Administrator must distribute the amount of the invalid Rollover Contribution, plus any earnings attributable thereto, to the Employee within a reasonable time after such determination.

The Plan Administrator may use reasonable criteria in determining whether a Rollover Contribution is valid. Thus, the Plan Administrator may access the EFAST2 database maintained by the Department of Labor to assist in determining whether a potential Rollover Contribution was distributed by a plan intended to be a qualified plan. If the Plan Administrator later determines that the Rollover Contribution was not valid, the Plan Administrator must have the amount rolled over plus any

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attributable earnings distributed within a reasonable period of time after such determination.

The Plan Administrator may apply different conditions for accepting Rollover Contributions from qualified retirement plans and IRAs. For example, the Plan Administrator may decide in its discretion whether to accept a Direct Rollover of a loan note from another retirement plan. Any conditions on Rollover Contributions must be applied uniformly to all Employees under the Plan.

4.02 **Contract Exchanges and Transfers**. Provided that the Plan allows contract exchanges or plan-to-plan transfers and subject to the terms governing the applicable Investment Arrangement, the Plan Administrator may accept such exchange or transfer from one Code §403(b) investment to another investment, provided the requirements under Sections 14.04 and 14.05 are satisfied. The Employer may set forth restrictions on contract exchanges and transfers in Addendum B.

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SECTION 5
LIMITS ON CONTRIBUTIONS

5.01 **Limits on Employer Contributions.** Any contributions the Employer makes under the Plan are subject to the limitations set forth in this Section 5.

(a) **Limitation on Salary Deferrals.** Any Salary Deferrals made under the Plan are subject to the Elective Deferral Dollar Limit, as described in Section 5.02 below.

(b) **Limitation on total Employer Contributions.** All Employer Contributions the Employer makes under the Plan are subject to the Code §415 Limitation, as described in Section 5.03 below. For purposes of applying the Code §415 Limitation, Employer Contributions include any Employer Contributions, Salary Deferrals, or Matching Contributions made under the Plan.

5.02 **Elective Deferral Dollar Limit.** No Participant may contribute as Elective Deferrals to this Plan (and any other plan, contract or arrangement maintained by the Employer) during any calendar year, an amount that exceeds the Elective Deferral Dollar Limit in effect for the Participant's Taxable Year beginning in such calendar year. Additional restrictions apply if a Participant participates in a plan maintained by an unrelated employer.

The Elective Deferral Dollar Limit is $18,000 for Taxable Years beginning in 2015. For Taxable Years beginning after 2015, the Elective Deferral Dollar Limit will be adjusted for cost-of-living increases under Code §402(g)(4). Any such adjustments will be in multiples of $500.

If elected under the Adoption Agreement, the Elective Deferral Dollar Limit is increased by the Age 50 Catch-Up Contribution Limit and the Special Catch-Up Contribution Limit for eligible Participants. If the Plan does not provide for Age 50 Catch-up Contributions or the Special Catch-Up Contributions, the Elective Deferral Dollar Limit is not increased.

(a) **Excess Deferrals.** Excess Deferrals are Elective Deferrals made during the Participant's Taxable Year that exceed the Elective Deferral Dollar Limit (as described above) for such year; counting only Elective Deferrals made under this Plan and any other plan, contract or arrangement maintained by the Employer. (See subsection (b)(6) below for provisions that apply when a Participant makes Elective Deferrals to a plan of an unrelated Employer.)

(b) **Correction of Excess Deferrals.** If a Participant makes Excess Deferrals (i.e., Elective Deferrals in excess of the Elective Deferral Dollar Limit) under this Plan and any other plan maintained by the Employer, such Excess Deferrals (plus allocable income or loss) shall be distributed to the Participant no later than April 15 of the following calendar year.

(1) **Amount of corrective distribution.** The amount to be distributed from this Plan as a correction of Excess Deferrals equals the amount of Elective Deferrals the Participant contributes during the Taxable Year to this Plan and any other plan maintained by the Employer in excess of the Elective Deferral Dollar Limit, reduced by any corrective distribution of Excess Deferrals the Participant receives during the calendar year from this Plan or other plan(s) maintained by the Employer.

(2) **Allocable gain or loss.** A corrective distribution of Excess Deferrals must include any allocable gain or loss for the Taxable Year in which the Excess Deferrals are contributed to the Plan. The gain or loss allocable to Excess Deferrals may be determined in any reasonable manner, provided the manner used to determine allocable gain or loss is applied consistently for all Participants and in a manner that is reasonably reflective of the method used by the Plan for allocating income to Participants' Accounts.

(3) **Taxation of corrective distribution.** If a corrective distribution of Excess Deferrals is made by April 15 of the following calendar year, amounts attributable to the Excess Deferrals will be includible in the Participant's gross income in the Taxable Year in which such amounts are deferred under the Plan and amounts attributable to income or loss on the Excess Deferrals will be includible in gross income in the year of distribution. If a corrective distribution of Excess Deferrals is made after April 15, the amount of the corrective distribution attributable to Excess Deferrals will be includible in the Participant's gross income in both the Taxable Year in which such amounts are deferred under the Plan and the Taxable Year in which such amounts are distributed.

(4) **Coordination with other provisions.** A corrective distribution of Excess Deferrals made by April 15 of the following calendar year may be made without consent of the Participant or the Participant's Spouse, and without regard to any distribution restrictions applicable under Section 8. A corrective distribution of Excess Deferrals made by the appropriate April 15 also is not treated as a distribution for purposes of applying the required minimum distribution rules.

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(5) **Suspension of Salary Deferrals.** If a Participant's Salary Deferrals under this Plan, in combination with any Elective Deferrals the Participant makes during the calendar year under any other plan maintained by the Employer, equal or exceed the Elective Deferral Dollar Limit, the Employer may suspend the Participant's Salary Deferrals under this Plan for the remainder of the calendar year without the Participant's consent.

(6) **Correction of Excess Deferrals under plans not maintained by the Employer.** The correction provisions under this subsection (b) apply only if a Participant makes Excess Deferrals under this Plan (or under this Plan and other plans maintained by the Employer). However, if a Participant has Excess Deferrals for a calendar year on account of making Elective Deferrals to a plan of an unrelated employer, the Participant may assign to this Plan any portion of his/her Elective Deferrals made under all plans during the calendar year to the extent such Elective Deferrals exceed the Elective Deferral Dollar Limit. The Participant must notify the Plan Administrator in writing on or before March 1 of the following calendar year of the amount of the Excess Deferrals to be assigned to this Plan. Upon receipt of a timely notification, the Excess Deferrals assigned to this Plan will be distributed (along with any allocable income or loss) to the Participant in accordance with the corrective distribution provisions under this subsection (b). A Participant is deemed to notify the Plan Administrator of Excess Deferrals to the extent such Excess Deferrals arise only under this Plan and any other plan maintained by the Employer.

5.03 **Code §415 Limitation on Annual Additions.**

(a) **General Limitation on Annual Additions.** A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth below.

(b) **Aggregation of §403(b) Plans of the Employer.** If Annual Additions are credited to a Participant under any §403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other §403(b) plans may not exceed the Maximum Annual Addition as set forth below.

(c) **Aggregation Where Participant is in Control of Any Employer.** If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other §403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any §403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code §§414(b), 414(c), and 415(h); and a defined contribution plan means a defined contribution plan that is qualified under Code §401(a) or §403(a), a §403(b) plan, or a simplified employee pension within the meaning of Code §408(k).

(d) **Annual Notice to Participants**. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in Section 5.03(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy Section 5.03(c). The notice will advise Participants that the application of the limitations in Section 5.03(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b). The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

(e) **Coordination of Limitation on Annual Additions Where Employer Has Another §403(b) Pre-Approved Plan or Participant is in Control of Employer.** The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition, reduced by the Annual Additions credited to the Participant under any other §403(b) Pre-Approved Plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and §403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

(f) **Excess Annual Additions.**

(1) If, notwithstanding Sections 5.03(a)-(e), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Sections 5.03(b) and (c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under §401(a) of the Internal Revenue Code or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.

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(2) If an Excess Annual Addition is credited to a Participant under this Plan and another Section 403(b) pre-approved plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

(i) the total Excess Annual Addition credited as of such date, times

(ii) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other §403(b) Pre-Approved Plans of the Employer.

(3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 5.03(h).

(g) **Coordination of Limitation on Annual Additions Where Employer Has Another §403(b) Plan that is Not a Pre-Approved Plan.** If Annual Additions are credited to the Participant for the Limitation Year under another §403(b) plan of the Employer which is not a §403(b) Pre-Approved Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with Sections 5.03(e) and (f) as though the other plan were a §403(b) Pre-Approved Plan unless the Employer provides other limitations in the Adoption Agreement.

(h) **Correction of Excess Annual Additions**. A Participant's Excess Annual Additions for a Taxable Year are includible in the Participant's gross income for that Taxable Year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

(i) **Definitions.**

(1) **Annual Additions.** The sum of the following amounts credited to a Participant's Account for the Limitation Year:

(i) Employer Contributions, including Matching Contributions, Salary Deferrals, Special Catch-Up Contributions, Mandatory Contributions, QNECs, and Safe Harbor Contributions (but not including Age 50 Catch-Up Contributions and contributions that have been distributed to the Participant as Excess Elective Deferrals);

(ii) After-Tax Contributions;

(iii) Forfeitures;

(iv) Amounts allocated to an individual medical account, as defined in Code§415(l)(2), which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code §419A(d)(3), under a welfare benefit fund, as defined in Code §419(e); and

(v) Allocations under a simplified employee pension.

Amounts described in (i), (ii), (iii), and (v) are annual additions for purposes of both the dollar limitation under Section 5.03(i)(6)(i) and the percentage of compensation limitation under Section 5.03(i)(6)(ii). Amounts described in (iv) are annual additions solely for purposes of the dollar limitation under Section 5.03(i)(6)(i).

For this purpose, any Excess Amount applied in the Limitation Year to reduce Employer Contributions will be considered Annual Additions for such Limitation Year.

An Annual Addition is credited to a Participant's Account for a particular Limitation Year if such amount is allocated to the Participant's Account as of any date within that Limitation Year. An Annual Addition will not be deemed credited to a Participant's Account for a particular Limitation Year unless such amount is actually contributed to the Plan no later than 30 days after the time prescribed by law for filing the Employer's income tax return (including extensions) for the Taxable Year with or within which the Limitation Year ends. In the case of After-Tax Contributions, such amount shall not be deemed credited to a Participant's Account for a particular Limitation Year unless the contributions are actually contributed to the Plan no later than 30 days after the close of that Limitation Year.

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(2) **Employer.** For purposes of this Section 5.03, Employer shall mean the Employer that adopts this Plan, and all members of a controlled group of corporations (as defined in §414(b) of the Code as modified by §415(h)), all commonly controlled trades or businesses (as defined in §414(c) of the Code as modified by §415(h)) or affiliated service groups (as defined in §414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under §414(o) of the Code.

(3) **Excess Annual Addition.** The excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under Sections 5.03(b) and (c) over the Maximum Annual Addition for the Limitation Year under Section 5.03(i)(6).

(4) **Includible Compensation.** An Employee's compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to §911 of the Internal Revenue Code, relating to United States citizens or residents living abroad), including differential wage payments under §3401(h) of the Internal Revenue Code for the most recent period that is a Year of Service. Includible Compensation for a Minister who is self-employed means the Minister's earned income as defined in Code §401(c)(2) (computed without regard to Code §911). Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of §1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in §1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible participants in Governmental Plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $265,000, as adjusted for cost-of- living increases in accordance with Code §401(a)(17)(B) for periods after 2015. Includible Compensation does not include Employer Pick-Up Contributions to a qualified plan under Code §401(a).

For purposes of applying the limitations on Annual Additions to nonelective Employer Contributions pursuant to Code §415, Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

(5) **Limitation Year.** The Plan Year, unless the Employer elects another 12-consecutive month period under AA §11. All retirement plans under Code §403(b) maintained by the Employer must use the same Limitation Year. If there is a change of Limitation Year, a "short" Limitation Year exists for the period beginning with the first day of the Limitation Year and ending on the day before the change in Limitation Year is effective. For this purpose, if the Plan is terminated effective as of a date other than the last day of the Limitation Year, the Plan is treated as if it were amended to change its Limitation Year.

If the Plan has an initial Plan Year that is less than 12 months, the Limitation Year for such first Plan Year is the 12-month period ending on the last day of that Plan Year, unless otherwise specified in AA §11.

If the Participant is in control of an Employer pursuant to Section (c) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

(6) **Maximum Annual Addition.** The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) $53,000, as adjusted for increases in the cost-of-living under Code §415(d) for periods after 2015, or

(ii) 100 percent of the Participant's Includible Compensation for the Limitation Year.

The Includible Compensation limit referred to in (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §§401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition.

(7) **§403(b) Pre-Approved Plan.** A §403(b) plan the form of which is the subject of a favorable advisory or opinion letter from the Internal Revenue Service.

(8) **Year of service.** For purposes of determining Includible Compensation under this Section 5.03, the year of service used to determine Includible Compensation is based on the most recent period during which the Employee is credited with a year of service under the following rules. For this purpose, such period may not end

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after the close of the Employee's Taxable Year and may not precede the Taxable Year by more than five years. The period used to calculate a year of service under this subsection may not exceed 12 months.

(i) An Employee is credited with a year of service for each full year during which the individual is a full-time Employee of the Employer. For this purpose, a full year of service for a particular position is based on the usual annual work period of individuals employed full-time in that general type of employment at the place of employment.

(ii) An Employee is credited with a fractional year of service for each full year during which the individual is a part-time Employee of the Employer and for each part of a year during which the individual is a full-time or part-time Employee of the Employer. (See Treas. Reg. §1.403(b)-4(e) for additional rules for determining years of service.)

(iii) If at the close of a Taxable Year, an Employee has a period of service less than one year, such Employee will be considered as having one year of service for purposes of determining Includible Compensation.

(j) Special Rules.

(1) Few weeks rule. If elected under the Adoption Agreement, Includible Compensation for a Limitation Year may include amounts earned during that Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates if:

(i) These amounts are paid during the first few weeks of the next Limitation Year;

(ii) The amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and

(iii) No compensation is included in more than one Limitation Year.

(2) Disabled Participants. Includible Compensation does not include any imputed compensation for the period a Participant is Disabled. However, the Employer may elect under the AA to include under the definition of Includible Compensation, the amount a terminated Participant who is permanently and totally Disabled would have received for the Limitation Year if the Participant had been paid at the rate of Includible Compensation paid immediately before becoming permanently and totally Disabled.

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SECTION 6
SPECIAL RULES AFFECTING GOVERNMENTAL 403(b) PLANS

6.01 **Universal Availability for Salary Deferrals.** No special nondiscrimination rules apply to Salary Deferrals, other than the universal availability requirements set forth under Treas. Reg. §1.403(b)-5(b)(2), to make such Salary Deferrals as provided under Section 2.01(a) and this Section 6.01. The Employer will timely provide Eligible Participants with any applicable notice relating to the universal availability requirement.

(a) **Eligible Participants.** Each Employee (other than an Employee excluded from participation under Section 2.02(b)) is an Eligible Participant, without regard to any age or service conditions applicable to other types of contributions to the Plan. An Eligible Participant shall be eligible to make Salary Deferrals as of his/her Employment Commencement Date.

(b) **Implementation of Participant's election to make Salary Deferrals.** The Plan Administrator may establish reasonable administrative procedures to implement a Participant's election to make Salary Deferrals. Such reasonable procedures will not cause the plan to violate the universal availability rule under Treas. Reg. §1.403(b)-5(b)(2). If the Plan provides notice of the right to defer no later than 30 days after his/her Employment Commencement Date, allows the Participant to make an election up to 30 days after notice is provided, and provides that the Participant's election will be effective as soon as administratively practicable, then the Plan will be treated as having reasonable administrative procedures that do not cause the plan to fail to satisfy Treas. Reg. §1.403(b)-5(b)(2).

(c) **Effective opportunity.** For purposes of the universal availability requirement, an Eligible Participant is not treated as being permitted to make Salary Deferrals to the Plan unless the Eligible Participant is provided an effective opportunity to make Salary Deferrals to the Plan. Whether an Eligible Participant has an effective opportunity is determined based on all the relevant facts and circumstances, including notice of the availability of the election, the period of time during which an election may be made, and any other conditions on elections. An effective opportunity is not considered to exist if there are any other rights or benefits (other than rights or benefits listed in Treasury Regulation §1.401(k)-1(e)(6)(i)(A), (B), or (D)) that are conditioned (directly or indirectly) upon an Eligible Participant making or failing to make a cash or deferred election with respect to a contribution to the Plan.

(d) **Special Rules.**

(1) **Code §501(c)(3) Organizations.** In the case of a Plan that covers the employees of more than one Code §501(c)(3) Organization, the universal availability requirement of this paragraph (d) applies separately to each common law entity (that is, applies separately to each Code §501(c)(3) Organization).

(2) **State entities.** In the case of a Plan that covers the employees of more than one State entity, the universal availability requirement applies separately to each entity that is not part of a common payroll.

(3) **Historical Treatment.** For purposes of the universal availability requirement, an Employer that historically has treated one or more of its various geographically distinct units as separate for Employee benefit purposes may treat each unit as a separate organization if the unit is operated independently on a day-to-day basis. Units are not geographically distinct if such units are located within the same Standard Metropolitan Statistical Area (SMSA).

6.02 **Governmental Plan.** Provided the Plan is properly adopted by an entity that meets the requirements for establishing and maintaining a Governmental Plan under Code §414(d), this Plan is a Governmental Plan and qualifies under Code §403(b).

(a) **Governmental Plan exemptions.** As a Governmental Plan, this Plan is exempt from Title I of ERISA and certain rules under Code §403(b), including (but not limited to):

(1) The minimum age and service rules.

(2) The minimum vesting requirements.

(3) The minimum coverage requirements under Code §410(b) and the nondiscrimination requirements under Code §401(a)(4), and 401(m).

(4) The joint and survivor annuity rules.

(5) The requirements for protecting benefits pursuant to a plan merger or a transfer of plan assets and liabilities.

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(6) The anti-assignment rules.

(7) The commencement of benefit requirements.

(b) **Adoption Agreement elections.** An Employer's election of provisions similar to requirements applicable to plans covered under Title I of ERISA or to otherwise inapplicable qualification requirements under Code §403(b) will not affect the Plan's status as a Governmental Plan. Provided the Employer is qualified to maintain a Governmental Plan, the Plan remains exempt from ERISA and certain Code requirements as a Governmental Plan.

6.03 **Public School Plan of Indian Tribal Government Treated as Governmental Plan.** A Plan of a Public School established and maintained by:

(a) an Indian Tribal Government, as defined in Code §7701(a)(40),

(b) a subdivision of an Indian Tribal Government, determined in accordance with Code §7871(d), or

(c) an agency or instrumentality of either subsection (a) or (b) is treated as a Governmental Plan, provided the following conditions are satisfied.

The Plan must cover only Employees substantially all of whose services are in the performance of essential government functions, but not in the performance of commercial activities (whether or not essential government functions). The interpretation of these conditions, including the meaning of essential government function and commercial activities, is determined under applicable regulations. Provided the requirements of this Sections 6.03 are satisfied, the Plan may include a cash or deferred arrangement as provided under Code §403(b).

6.04 **FICA Replacement Plan.** An Employee who satisfies the requirements as a Qualified Participant under subsection (b) will be exempt from FICA tax as provided under Code §3121(b)(7)(F) if the requirements under this Section 6.04 are satisfied. The Plan may be identified as a FICA Replacement Plan under AA §2.

(a) **Minimum benefit requirement.** The Plan must provide a minimum retirement benefit as set forth under this subsection (a). For this purpose, the Plan satisfies the minimum retirement benefit requirement with respect to an Employee if allocations to the Employee's Account (without regard to any earnings allocated to the Employee's Account) are at least 7.5% of the Employee's Plan Compensation for service with the Employer. Matching Contributions by the Employer may be taken into account for this purpose.

(1) **Definition of Plan Compensation.** The definition of Plan Compensation used in determining whether the minimum retirement benefit requirement under this subsection (a) is satisfied must be at least equal to the Employee's base pay, provided such designation is reasonable under all the facts and circumstances. Thus, the Employer may elect under AA §5-3 to exclude items such as overtime pay, bonuses, or fringe benefits. In addition, the Employer may elect under AA §5-3(l) to exclude any compensation in excess of the contribution base described in Code §3121(x) as of the beginning of the Plan Year.

(2) **Reasonable rate of earnings.** An Employee's Account must be credited with a reasonable rate of earnings.

(3) **Employee Contributions.** Contributions from both the Employer and Employee may be used to make up the 7.5% allocation requirement under subsection (a). If the Plan only provides for Employee Contributions, the Plan will satisfy the minimum benefit requirement under subsection (a) if the total Employee Contributions are at least 7.5% of Plan Compensation.

(b) **Qualified Participant.** An Employee is a Qualified Participant under the Plan with respect to the services performed on a given day if, on that day, the Employee has satisfied all conditions (other than vesting) for receiving an allocation under the Plan that meets the minimum retirement benefit requirement under subsection (a). An Employee will be a Qualified Participant on any day with respect to compensation earned during a period ending on that day and beginning on or after the beginning of the Plan Year, regardless of whether the allocations were made or accrued before the effective date of Code §3121(b)(7)(F).

(1) **Part-Time, Seasonal and Temporary Employees.** A Part-Time, Seasonal, or Temporary Employee is not a Qualified Participant on a given day unless any benefit relied upon to meet the minimum benefit requirement under subsection (a) is 100% vested. A Part-Time, Seasonal or Temporary Employee's benefit is considered 100% vested on a given day if on that day the Employee is unconditionally entitled to a single-sum distribution on account of death or separation from service of an amount that is at least equal to 7.5% of Plan Compensation for all periods of

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service taken into account in determining whether the Employee's benefit meets the minimum retirement benefit requirement under subsection (a).

(2) **Alternative lookback rule.** The Employer may elect to apply the alternative lookback rule described in Treas. Reg. §31.3121(b)(7)-2(d)(3) in determining whether an Employee is a Qualified Participant. Under the alternative lookback rule, an Employee may be treated as a Qualified Participant throughout a calendar year if the Employee is a Qualified Participant at the end of the Plan Year ending in the previous calendar year. For this purpose, if the alternative lookback rule is used, an Employee may be treated as a Qualified Participant on any given day during the first Plan Year of participation if it is reasonable on such day to believe that the Employee will be a Qualified Participant on the last day of such Plan Year.

(c) **Special rule for short period.** An Employee may not be treated as a Qualified Participant if Plan Compensation for less than a full plan year or other 12-month period is regularly taken into account in determining allocations to the Employee's Account for the Plan Year unless, under all of the facts and circumstances, such arrangement is not a device to avoid the imposition of FICA taxes. For example, an arrangement under which Plan Compensation taken into account under AA §5-3 is limited to the contribution base described in Code §3121(x) is not considered a device to avoid FICA taxes by reason of such limitation.

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SECTION 7
PARTICIPANT VESTING AND FORFEITURES

7.01 **Vesting of Contributions.** A Participant's vested interest in his/her Employer Contribution Account and Matching Contribution Account is determined based on the vesting schedule elected in AA §8. A Participant is always fully vested in his/her Salary Deferral Account, After-Tax Contribution Account, and Rollover Contribution Account.

As a Governmental Plan, this Plan is not subject to the minimum vesting rules under the Code and Title I of ERISA, but must satisfy the pre-ERISA vesting requirements.

7.02 **Vesting Schedules.** A Participant's vested interest in his/her Employer Contribution Account and/or Matching Contribution Account is determined by multiplying the Participant's vesting percentage (determined under the applicable vesting schedule selected in AA §8) by the total amount under the applicable Account.

(a) **Vesting schedule.** The Employer may choose any of the vesting schedules described in this subsection (a) as the normal vesting schedule with respect to Employer Contributions.

(1) **Full and immediate vesting schedule.** Under the full and immediate vesting schedule, the Participant is always 100% vested in his/her Account Balance.

(2) **5-year graded vesting schedule.** Under the 5-year graded vesting schedule, an Employee vests in his/her Employer Contribution Account and/or Matching Contribution Account in the following manner:

After 1 Year of Service – 20% vesting
After 2 Years of Service – 40% vesting
After 3 Years of Service – 60% vesting
After 4 Years of Service – 80% vesting
After 5 Years of Service – 100% vesting

(3) **6-year graded vesting schedule.** Under the 6-year graded vesting schedule, an Employee vests in his/her Employer Contribution Account and/or Matching Contribution Account in the following manner:

After 2 Years of Service – 20% vesting
After 3 Years of Service – 40% vesting
After 4 Years of Service – 60% vesting
After 5 Years of Service – 80% vesting
After 6 Years of Service – 100% vesting

(4) **3-year cliff vesting schedule.** Under the 3-year cliff vesting schedule, an Employee is 100% vested after 3 Years of Service. Prior to the third Year of Service, the vesting percentage is zero.

(5) **Modified vesting schedule.** Under the modified vesting schedule, the Employer may designate in the Adoption Agreement the vesting percentage that applies for each Year of Service.

(b) **Special vesting rules.**

(1) **Normal Retirement Age.** Regardless of the Plan's vesting schedule, a Participant's right to his/her Account Balance is fully vested upon the date he/she attains Normal Retirement Age (as defined in AA §7-1), provided the Participant is an Employee on or after such date.

(2) **Separate Accounting.** The Plan Administrator will maintain separate bookkeeping account for each type of contribution made by the Employer on behalf of a Participant that is subject to a different vesting schedule. Any portion of such account in which the Participant is not vested shall be accounted for separately and treated as a contract to which Code §403(c) (or another applicable provision of the Internal Revenue Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as a Code §403(b) Annuity Contract if:

(i) No election has been made under Code §83(b) with respect to the contract;

(ii) The Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable;

(iii) Contributions subject to different vesting schedules have been maintained in separate accounts; and

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(iv) The separate account at all times satisfied the requirements of section 403(b) except for the nonforfeitability requirement in Code §403(b)(1)(C).

If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered a Code §403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to w Code §403(c) (or another applicable provision of the Internal Revenue Code) applies. Each contribution (and earning thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant.

(3) **100% vesting upon death, or becoming Disabled.** The Employer may elect under AA §8-4 to allow a Participant's vesting percentage to automatically increase to 100% if the Participant dies, becomes Disabled while employed by the Employer or reaches Early Retirement Age while employed with the Employer.

(4) **Vesting upon merger, consolidation or transfer.** No accelerated vesting will be required solely because a Code §403(b) Plan is merged with another Code §403(b) Plan, or because assets are transferred from a Code §403(b) Plan to another Code §403(b) Plan.

7.03 **Year of Service.** An Employee's position on the vesting schedule is dependent on the Employee's Years of Service with the Employer. Generally, an Employee will earn a vesting Year of Service for each Vesting Computation Period during which the Employee completes at least 1,000 Hours of Service. Alternatively, the Employer may elect under AA §8-5 to modify the definition of Year of Service to require completion of any lesser number of Hours of Service or may elect to calculate Years of Service using the Elapsed Time method (as defined in subsection (b) below).

(a) **Hours of Service.** Unless the Employer elects to use the Elapsed Time method under AA §8-5(c), vesting Years of Service will be determined based on an Employee's Hours of Service earned during the Vesting Computation Period.

(1) **Actual Hours of Service.** In determining an Employee's vesting Years of Service, the Employer will credit an Employee with the actual Hours of Service earned during the Vesting Computation Period, unless the Employer elects under AA §8-5(d) to determine Hours of Service using the Equivalency Method.

(2) **Equivalency Method.** Instead of counting actual Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(3) **Employee need not be employed for entire Vesting Computation Period.** If an Employee completes the required Hours of Service during a Vesting Computation Period, the Employee will receive credit for a Year of Service as of the end of such Vesting Computation Period, even if the Employee is not employed for the entire Vesting Computation Period.

(b) **Elapsed Time method.** Instead of using Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(c) to apply the Elapsed Time method for calculating an Employee's vesting service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee begins a Period of Severance which lasts at least 12 consecutive months. In calculating an Employee's aggregate period of service, an Employee receives credit for any Period of Severance that lasts less than 12 consecutive months. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

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(1) **Period of Severance.** For purposes of applying the Elapsed Time method, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge.

In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for purposes of caring for a child of the Employee for a period beginning immediately following the birth or placement of such child.

(2) **Related Employers.** For purposes of applying the Elapsed Time method, service will be credited for employment with any Related Employer.

(c) **Change in service crediting method.** If the service crediting method is changed from an Hours of Service method to the Elapsed Time method or from the Elapsed Time method to an Hours of Service method, the amount of service credited to an Employee will be determined under subsection (1) or (2) below. For this purpose, a change in service crediting method will occur if the Plan is amended to change the service crediting method or if the service crediting method is changed as a result of an Employee's change in employment status.

(1) **Change to Elapsed Time method.** If the service crediting method is changed from an Hours of Service method to the Elapsed Time method, the amount of vesting service credited to an Employee will equal the sum of the service under subsections (i) and (ii) below:

(i) The number of Years of Service equal to the number of Years of Service credited under the Hours of Service method before the Vesting Computation Period during which the change to the Elapsed Time method occurs.

(ii) For the Vesting Computation Period in which the change occurs, the greater of:

(A) the period of service that would be credited under the Elapsed Time method from the first day of that Vesting Computation Period through the date of the change, or

(B) the service that would be taken into account under the Hours of Service method for the Vesting Computation Period which includes the date of the change.

If the period of service described in subsection (A) is the greater amount, then subsequent periods of service are credited under the Elapsed Time method beginning with the date of the change. If the period of service described in subsection (B) applies, the Elapsed Time method will be used beginning with the first day of the Vesting Computation Period that would have followed the Vesting Computation Period in which the change to the Elapsed Time method occurred.

If the change to the Elapsed Time method occurs as of the first day of a Vesting Computation Period, the use of the Elapsed Time method begins as of the date of the change, and the calculation in subsection (B) above does not apply. In such case, the Employee's service is determined under subsection (A) above plus the subsequent periods of service determined under the Elapsed Time method, starting with the effective date of the change.

(2) **Change to Hours of Service method.** If the service crediting method is changed from the Elapsed Time method to an Hours of Service method, the Employee's Elapsed Time service earned as of the date of the change is converted into Years of Service under the Hours of Service method, determined as the sum of subsections (i) and (ii), below:

(i) A number of Years of Service is credited that equals the number of 1-year periods of service credited under the Elapsed Time method as of the date of the change.

(ii) For the Vesting Computation Period which includes the date of the change, the Employee is credited with an equivalent number of Hours of Service, using one of the Equivalency Methods defined in Section 7.03(a)(2) above for any fractional year that was credited under the Elapsed Time method as of the date of the change.

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For the portion of the Vesting Computation Period following the date of the change, actual Hours of Service are counted. The Hours of Service credited for the portion of the Vesting Computation Period in which the Elapsed Time method was in effect are added to the actual Hours of Service credited for the remaining portion of the Vesting Computation Period to determine if the Employee has a Year of Service for that Vesting Computation Period.

7.04 **Vesting Computation Period.** Generally, the Vesting Computation Period is the Plan Year. Alternatively, the Employer may elect under AA §8-5(b) to use the 12-month period commencing on the Employee's date of hire (or reemployment date, if applicable) and each subsequent 12-month period commencing on the anniversary of such date or the Employer may elect to use any other 12-consecutive month period as the Vesting Computation Period.

7.05 **Excluded service.** Generally, except as provided under Section 7.07 with respect to service excluded under the Break in Service rules, all service with the Employer counts for purposes of applying the Plan's vesting schedules. However, the Employer may elect under AA §8-3 to exclude certain service with the Employer in calculating an Employee's vesting Years of Service.

(a) **Service before the Effective Date of the Plan.** The Employer may elect under AA §8-3(a) to exclude service earned during any period prior to the date the Employer established the Plan or a Predecessor Plan. For this purpose, a Predecessor Plan is a plan maintained by the Employer that is terminated within the 5-year period immediately preceding or following the establishment of this Plan. A Participant's service under a Predecessor Plan must be counted for purposes of determining the Participant's vested percentage under this Plan.

(b) **Service before a specified age.** The Employer may elect under AA §8-3(b) to exclude service before an Employee attains a specified age (not to exceed age 18). An Employee will be credited with a Year of Service for the Vesting Computation Period during which the Employee attains the required age, provided the Employee satisfies all other conditions required for a Year of Service.

7.06 **Service with Predecessor Employers.** If the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan. If the Employer does not maintain the plan of a Predecessor Employer, service with such Predecessor Employer does not count for vesting purposes under this Section 7, unless the Employer specifically designates under AA §4-5 to credit service with such Predecessor Employer for vesting. Unless designated otherwise under AA §4-5, if the Employer takes into account service with a Predecessor Employer, such service will count for purposes of eligibility under Section 2 (see Section 2.06) vesting under this Section 7, and for purposes of the minimum allocation conditions under Section 3.06.

7.07 **Break in Service Rules.** In addition to any service excluded under Section 7.05, the Employer may elect under AA §8-5 to disregard an Employee's vesting service with the Employer under the Break in Service rules set forth in this Section 7.07. **Governmental and Church Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.**

(a) **Break in Service.** An Employee incurs a Break in Service for any Vesting Computation Period (as defined in Section 7.04) during which the Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects under AA §8-5(a) to require less than 1,000 Hours of Service to earn a vesting Year of Service, a Break in Service will occur for any Vesting Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn a vesting Year of Service. In applying these Break in Service rules, Years of Service and Breaks in Service are measured on the same Vesting Computation Period.

(b) **One-Year Break in Service rule.** Under the One-Year Break in Service rule, if an Employee incurs a one-year Break in Service, such Employee will not be credited with any service earned prior to such one-year Break in Service for purposes of applying the Plan's vesting schedules until the Employee has completed a Year of Service after the Employee's return to employment. The Employer must elect to apply the One-Year Break in Service rule under AA §8-5(f).

If a Participant has service disregarded under the One-Year Break in Service rule, such Participant will have his/her service reinstated upon returning to employment as of the first day of the Vesting Computation Period during which the Participant completes a Year of Service.

(c) **Nonvested Participant Break in Service rule.** Under the Nonvested Participant Break in Service rule, if an Employee is totally nonvested (i.e., 0% vested) in his/her Account Balance attributable to Employer and Matching Contributions, and such Employee incurs five (5) or more consecutive one-year Breaks in Service (or, if greater, a consecutive period of Breaks in Service at least equal to the Employee's aggregate number of Years of Service with the Employer), the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of applying the vesting

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schedules under the Plan. If the Employer elects the Elapsed Time method of crediting service, an Employee will be treated as incurring five consecutive Breaks in Service when he/she incurs a Period of Severance of at least 60 months.

If the Employee continues in employment with the Employer after incurring the requisite Break in Service, such Employee will be treated as a new Employee for purposes of determining vesting under the Plan. For this purpose, a Participant who has made Salary Deferrals under the Plan will be treated as having a vested interest in the Plan. Thus, the Nonvested Participant Break in Service rule may not be used with respect to any contributions under the Plan (even if such Participant is totally nonvested in his/her Account Balance attributable to Employer and Matching Contributions) for a Participant who has made Salary Deferrals under the Plan. The Employer must elect to apply the Nonvested Participant Break in Service rule under AA §8-5. Unless elected otherwise under AA §8-5, the Nonvested Participant Break in Service rule applies only with respect to an Employee who has terminated employment. In determining an Employee's aggregate Years of Service for purposes of applying the Nonvested Participant Break in Service rule, any Years of Service otherwise disregarded under a previous application of this rule are not counted.

(d) **Five-Year Forfeiture Break in Service.** A Participant's vesting service also may be disregarded if the Participant incurs a Five-Year Forfeiture Break in Service, as described in Section 7.09(b) below.

7.08 **Special Vesting Rule - In-Service Distribution When Account Balance is Less than 100% Vested.** If amounts are distributed from a Participant's Employer Contribution Account or Matching Contribution Account at a time when the Participant's vested percentage in such amounts is less than 100% and the Participant may increase the vested percentage in the Account Balance:

(a) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(b) At any relevant time, the Participant's vested portion of the separate Account will be equal to an amount ("X") determined by the formula:

$X = P (AB + D) - D$

Where:

P is the vested percentage at the relevant time;

AB is the Account Balance at the relevant time; and

D is the amount of the distribution.

7.09 **Forfeiture of Benefits.** A Participant will forfeit the nonvested portion of his/her Employer Contribution and/or Matching Contribution Account upon the occurrence of any of the events described below. The Plan Administrator has the responsibility to determine the amount of a Participant's forfeiture. Until an amount is forfeited pursuant to this Section, a Participant's entire Account must remain in the Plan and continue to share in gains and losses. A Participant will not forfeit any of his/her nonvested Account until the occurrence of one of the following events.

(a) **Cash-Out Distribution.** Following termination of employment, a Participant may receive a total distribution of his/her vested benefit under the Plan (a Cash-Out Distribution) in accordance with the distribution and Participant consent provisions under Section 8. If a Participant receives a Cash-Out Distribution upon termination of employment, the Participant's nonvested benefit under the Plan will be forfeited in accordance with subsection (1) below. If at the time of termination, a Participant is totally nonvested in his/her entire Account Balance, the Participant will be deemed to receive a total Cash-Out Distribution of his/her entire vested Account Balance (i.e., a deemed Cash-Out Distribution of zero dollars) as of the date of termination, subject to the forfeiture provisions under subsection (1) below.

A Cash-Out Distribution does not occur until such time as the Participant receives a distribution of his/her entire vested Account Balance, including amounts attributable to Salary Deferrals. If a Participant receives a distribution of less than the entire vested portion of his/her Account Balance (including any additional amounts to be allocated under subsection (1)(ii) below), the Participant will not be treated as receiving a Cash-Out Distribution until such time as the Participant receives a distribution of the remainder of the vested portion of his/her Account Balance.

(1) **Timing of forfeiture.** Unless elected otherwise under AA §8-7(b), if a Participant receives a Cash-Out Distribution of his/her vested Account Balance, the Participant will immediately forfeit the nonvested portion of such Account Balance, as of the date of the distribution or deemed distribution (as determined under subsection (i) or (ii) below, whichever applies). (See Section 7.11 below for a discussion of the treatment of forfeitures under the Plan.)

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(i) **No further allocations.** For purposes of applying the Cash-Out Distribution rules, a terminated Participant who receives a total distribution of his/her vested Account Balance will be treated as receiving the Cash-Out Distribution as of the date the Participant receives such distribution (or in the case of a deemed Cash-Out Distribution as of the date the Participant terminates employment), provided the Participant is not entitled to any further allocations under the Plan for the Plan Year in which the Participant terminates employment. The Participant will forfeit his/her nonvested benefit as of the date the Participant receives the Cash-Out Distribution, in accordance with the provisions under Section 7.11.

(ii) **Additional allocations.** For purposes of applying the Cash-Out Distribution rules, if upon termination of employment, a Participant is entitled to an additional allocation for the Plan Year in which the Participant terminates, such Participant will not be deemed to receive a Cash-Out Distribution until such time as the Participant receives a distribution of his/her entire vested Account Balance, including any amounts that are still to be allocated under the Plan. Thus, a terminated Participant who is entitled to an additional allocation (e.g., an additional Employer Contribution) for the Plan Year of termination will not be deemed to have a total Cash-Out Distribution until the Participant receives a distribution of such additional amounts. In the case of a deemed Cash-Out Distribution, if the Participant is entitled to an additional allocation under the Plan for the Plan Year in which the Participant terminates employment, the deemed Cash-Out Distribution is deemed to occur on the first day of the Plan Year following the Plan Year in which the termination occurs, provided the Participant is still totally nonvested in his/her Account Balance.

(iii) **Modification of Cash-Out Distribution rules.** The Employer may elect under AA §8-7(a) to modify the Cash-Out Distribution provision under subsection (a) above to provide that the Cash-Out Distribution and related forfeiture occur immediately upon distribution (or deemed distribution) of the terminated Participant's vested Account Balance, without regard to whether the Participant is entitled to an additional allocation under the Plan.

(2) **Repayment of Cash-Out Distribution.** If a Participant receives a Cash-Out Distribution that results in a forfeiture under subsection (a) above, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution. For this purpose, to be entitled to a restoration of benefits (as described below), the Participant must repay the entire amount of the Cash-Out Distribution, including any amounts attributable to Salary Deferrals. A Participant will only be permitted to repay his/her Cash-Out Distribution if such repayment is made before the earlier of:

(i) five (5) years after the first date on which the Participant is subsequently re-employed by the Employer, or

(ii) the date the Participant incurs a Five-Year Forfeiture Break in Service (as defined in subsection (b) below).

If a Participant receives a deemed Cash-Out Distribution, and the Participant resumes employment covered under this Plan before the date the Participant incurs a Five-Year Forfeiture Break in Service, the Participant is deemed to repay the Cash-Out Distribution immediately upon his/her reemployment.

(3) **Restoration of forfeited benefit.** If a rehired Participant repays a Cash-Out Distribution in accordance with subsection (2) above, any amounts that were forfeited on account of such Cash-Out Distribution (unadjusted for any interest that might have accrued on such amounts after the distribution date) will be restored to the Plan no later than the end of the Plan Year following the Plan Year in which the Participant repays the Cash-Out Distribution (or is deemed to repay the Cash-Out Distribution under subsection (2) above). No amount will be restored under the Plan, however, until such time as the Participant repays the entire amount of the Cash-Out Distribution. (However, see subsection (d) below for a discussion of special rules that apply if a Participant's Cash-Out Distribution includes a distribution of Salary Deferrals.) In no event will a Participant be entitled to a restoration under this subsection (3) if the Participant returns to employment after incurring a Five-Year Forfeiture Break in Service (as defined in subsection (b) below).

(4) **Sources of restoration.** If a Participant's forfeited benefit is required to be restored under subsection (3), the restoration of such forfeited benefits will occur from the following sources. If the following sources are not sufficient to completely restore the Participant's benefit, the Employer must make an additional contribution to the Plan.

(i) Any unallocated forfeitures for the Plan Year of the restoration.

(ii) Any unallocated earnings for the Plan Year of the restoration.

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(iii) Any portion of a discretionary Employer Contribution to the extent such contribution has not been allocated to Participants' Accounts for the Plan Year of the restoration.

(b) **Five-Year Forfeiture Break in Service.** If a Participant has five (5) consecutive one-year Breaks in Service (a "Five-Year Forfeiture Break in Service"), all Years of Service after such Breaks in Service will be disregarded for the purpose of vesting in the portion of the Participant's Employer Contribution Account and/or Matching Contribution Account that accrued before such Breaks in Service. A Participant who incurs a Five-Year Forfeiture Break in Service will forfeit the nonvested portion of his/her Employer Contribution and/or Matching Contribution Account as of the end of the Vesting Computation Period in which the Participant incurs the fifth consecutive Break in Service. Except as provided under Section 7.07, a Participant who is rehired after incurring a Five-Year Forfeiture Break in Service will be credited with both pre-break and post-break service for purposes of determining his/her vested percentage in amounts that accrue under the Plan after the Five-Year Forfeiture Break in Service.

(c) **Missing Participant or Beneficiary.** If the Plan is able to make a distribution to a Participant or Beneficiary without consent (as permitted under Section 8.04) and such Participant or Beneficiary cannot be located within a reasonable period following a reasonable diligent search, the Plan Administrator may forfeit the missing Participant's or Beneficiary's Account, as provided in subsection (2) below. An Employer will be deemed to have performed a reasonable diligent search if it performs the actions described in subsection (1) below. However, the Plan Administrator will be deemed to have waited a reasonable period following a reasonable diligent search if the Plan Administrator waits at least 6 months following the completion of the actions described in subsection (1) below. For purposes of applying this subsection (c), a Participant or Beneficiary is considered missing only if the Plan may make a distribution to such Participant or Beneficiary without consent. (See Section 8.06 for the availability of Automatic Rollover rules that permit the Plan Administrator to automatically rollover a Participant's Involuntary Cash-Out Distribution to an IRA upon the Participant's failure to consent to a distribution, without the need to locate the Participant.)

(1) **Reasonable diligent search.** The Plan Administrator will be deemed to have performed a reasonable diligent search if it performs the following actions:

(i) Send a certified letter to the Participant's or Beneficiary's last known address.

(ii) Check related plan records of the Employer (e.g., health plan records) to determine if a more current address exists for the Participant or Beneficiary.

(iii) If the Participant cannot be located, the Plan Administrator may attempt to identify and contact any individual that the Participant has designated as a Beneficiary under the Plan for updated information concerning the location of the missing Participant.

(iv) In addition to the search methods discussed above, the Plan Administrator may use other search methods, including the use of Internet search tools, commercial locator services, and credit reporting agencies to locate the missing Participant.

(2) **Forfeiture of Account of missing Participant or Beneficiary.** If a Participant or Beneficiary is deemed to be missing (as described in subsection (c) above), the Plan Administrator may forfeit the distributable amount attributable to such missing Participant or Beneficiary, as permitted under applicable laws and regulations and subject to the terms of the applicable Investment Arrangement. If, after an amount is forfeited under this subsection (2), the missing Participant or Beneficiary is located, the Plan will restore the forfeited amount (unadjusted for gains or losses) to such Participant or Beneficiary within a reasonable time. However, if a missing Participant or Beneficiary has not been located by the time the Plan terminates, the forfeiture of such Participant's or Beneficiary's distributable amount will be irrevocable.

(3) **Expenses attributable to search for missing Participant.** Reasonable expenses attendant to locating a missing Participant may be charged to such Participant's Account, provided that the amount of such expenses is reasonable. The Plan Administrator may take into account the size of a Participant's Account in relation to the cost of the search when deciding how extensive a search is required before declaring such Participant as missing under subsection (c).

(d) **Excess Deferrals.** If a Participant receives a distribution of Excess Deferrals, the Employer will forfeit the portion of his/her Matching Contribution Account (whether vested or not) which is attributable to such distributed amounts. A forfeiture of Matching Contributions under this subsection (d) occurs in the Plan Year in which the Participant receives the distribution of Excess Deferrals.

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7.10 [Reserved]

7.11 Allocation of Forfeitures. The Employer may elect in AA §8-6 how it wishes to allocate forfeitures under the Plan. Forfeitures may be allocated in the Plan Year in which the forfeitures occur or in the Plan Year following the Plan Year in which the forfeitures occur. In applying the forfeiture provisions under the Plan, if there are any unused forfeitures as of the end of the Plan Year designated in AA §8-6, as applicable, any remaining forfeiture will be used (as designated in AA §8-6) in the immediately following Plan Year.

(a) Reallocation as additional contributions. The Employer may elect in AA §8-6 to reallocate forfeitures as additional contributions under the Plan. If the Employer elects to reallocate forfeitures as additional contributions, the Employer may elect, in its discretion, to allocate such amounts as additional Employer Contributions and/or additional Matching Contributions. Forfeitures allocated under this subsection (a) will be allocated in the same manner as selected under AA §6-3 or AA §6B-2 with respect to the contribution type being allocated. If no allocation method is selected for a particular contribution type, forfeitures will be reallocated as a pro rata allocation (as described in AA §6-3(a)) if such amount is reallocated as an additional Employer Contribution or as a discretionary Matching Contribution (as described in AA §6B-2(a)) if such amount is reallocated as an additional Matching Contribution. In applying the provisions of this subsection (a), no allocation of forfeitures will be made to any Participant with respect to forfeitures that arise out of his/her own Account.

(b) Reduction of contributions. The Employer may elect in AA §8-6 to use forfeitures to reduce Employer Contributions and/or Matching Contributions under the Plan. If the Employer elects to use forfeitures to reduce contributions, the Employer may, in its discretion, use such forfeitures to reduce Employer Contributions, Matching Contributions, or both. The Employer may adjust its contribution deposits in any manner, provided the total Employer Contributions made for the Plan Year properly take into account the forfeitures that are to be used to reduce such contributions for that Plan Year. If contributions are allocated over multiple allocation periods, the Employer may reduce its contribution for any allocation periods within the Plan Year in which the forfeitures are to be allocated so that the total amount allocated for the Plan Year is proper. If the Employer elects to use forfeitures to reduce contributions and there are forfeitures remaining after all required contributions have been reduced to zero, then Employer may elect to reallocate any remaining forfeitures as additional contributions, pursuant to subsection (a).

(c) Payment of Plan expenses. The Employer may elect under AA §8-6 to first use forfeitures to pay Plan expenses for the Plan Year in which the forfeitures would otherwise be applied. If any forfeitures remain after the payment of Plan expenses under this subsection, the remaining forfeitures will be allocated as selected under AA §8-6.

(d) Forfeiture rules for other contribution types.

(1) Prior Employer and/or Matching Contributions. If the Plan maintains Employer Contribution and/or Matching Contribution Accounts, but the Plan no longer provides for such contributions, such amounts will continue to vest under the vesting schedule applicable to such contributions under the prior Plan or under any vesting schedule designated under Appendix A of the Adoption Agreement. If there are any forfeitures related to such prior contributions, such amounts may be reallocated as an additional Employer Contribution or as an additional Matching Contribution in accordance with the provisions of subsection (a), to the extent such contributions are authorized under the Plan, or may be used to reduce any Employer Contribution or Matching Contribution, consistent with the provisions of subsection (b) above. If the Plan does not provide for either Employer Contributions or Matching Contributions, the Employer may reallocate forfeitures of prior contributions as an Employer Contribution (using the pro rata allocation formula) or as a discretionary Matching Contribution. Alternatively, the Employer may use such forfeitures to pay Plan expenses as authorized under subsection (c). The Employer may elect to use such forfeitures in the Plan Year the forfeiture occurs or in the following Plan Year.

(2) Other contributions. If a Participant has any other amounts under the Plan which are treated as forfeited (e.g., a forfeiture for a missing Participant), such amounts may be forfeited.

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SECTION 8
PLAN DISTRIBUTIONS

Subject to the terms of any Investment Arrangement associated with the Plan, a Participant may receive a distribution of his/her vested Account Balance at the time and in the manner provided under this Section 8. A Participant must begin receiving required minimum distributions under the Plan (in accordance with the provisions of Section 8.11).

8.01 **[Reserved]**

8.02 **Available Forms of Distribution.** Subject to the terms governing the applicable Investment Arrangement, the Employer may elect under AA §9-1 the forms of distribution that are available to a Participant or Beneficiary under the Plan. Different distribution options may apply depending on whether a distribution is made upon termination of employment, death, disability or as an in-service withdrawal. Available distribution options under AA §9-1 may include a lump sum of all or a portion of the Participant's vested Account Balance, installments, annuity payments, or any other form designated in AA §9-1. Any distribution options selected under the Plan must comply with the required minimum distribution rules under Section 8.11.

If the Plan provides for installment payments as an optional form of distribution, such payments may be made in monthly, quarterly, semi-annual, or annual payments over a period not exceeding the life expectancy of the Participant and his/her designated Beneficiary. The Plan Administrator may permit a Participant or Beneficiary to accelerate the payment of all, or any portion, of an installment distribution. If the Plan provides for annuity payments, the Plan must purchase an annuity that provides for payments over a period that does not extend beyond either the life of the Participant (or the lives of the Participant and his/her designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and his/her designated Beneficiary). (The availability of installments and or annuity payments may be restricted under AA §9-1(c).)

8.03 **Amount Eligible for Distribution.** For purposes of determining the amount a Participant may receive as a distribution from the Plan, a Participant's Account Balance is determined as of the Valuation Date which immediately precedes the date the Participant receives his/her distribution from the Plan. For this purpose, the Participant's Account Balance must be increased for any contributions allocated to the Participant's Account since the most recent Valuation Date and must be reduced for any distributions the Participant received from the Plan since the most recent Valuation Date. A Participant does not share in any allocation of gains or losses attributable to the period between the Valuation Date and the date of the distribution under the Plan, unless the Plan Administrator establishes an alternative policy.

(a) **Individual or Participant-Directed Accounts.** In the case of a Participant-directed Account, an individual Custodial Account or individual Annuity Contract, the determination of the value of the Participant's Account for distribution purposes is subject to the funding and valuation procedures applicable to such directed Account, individual Custodial Account or individual Annuity Contract.

(b) **Permissible distribution events.** In no event may Participants receive distributions under the Plan until the conditions set forth below are satisfied. The Employer and the terms of the applicable Investment Arrangement may further restrict the distribution conditions under the Adoption Agreement.

(1) **Salary Deferral Account.** A Participant may not receive a distribution of any amounts held under a Salary Deferral Account unless the Participant satisfies one of the following conditions:

(i) The Participant has a Severance from Employment with the Employer.

(ii) The Participant has attained age 59 ½.

(iii) The Participant dies or becomes Disabled.

(iv) The Participant qualifies for a Hardship distribution.

(2) **Custodial Account.** A Participant may not receive a distribution of any amounts attributable to Matching Contributions or Employer Contributions held under a Custodial Account unless the Participant satisfies one of the following conditions:

(i) The Participant has a Severance from Employment with the Employer.

(ii) The Participant has attained age 59 ½.

(iii) The Participant dies or becomes Disabled.

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(3) **Annuity Contract.** A Participant may not receive a distribution of any amounts attributable to Matching Contributions or Employer Contributions held under an Annuity Contract unless the Participant satisfies one of the following conditions:

(i) The Participant has a Severance from Employment with the Employer.

(ii) The Participant qualifies for a distribution due to the occurrence of some event, such as after affixed number of years or the attainment of a stated age, as specified under the Adoption Agreement.

(iii) The Participant dies or becomes Disabled.

(iv) The Participant qualifies for a Hardship distribution.

(4) **Special rule regarding deemed Severance from Employment for military service.** For purposes of Plan distributions, a Participant shall be treated as having a deemed Severance from Employment during any period the Participant is performing service in the uniformed services described in Code §3401(h)(2)(A). A Participant who elects to receive a distribution pursuant to the preceding sentence may not make an Elective Deferral or an After-Tax Employee Contribution during the 6-month period beginning on the date of the distribution.

8.04 **Participant Consent.** If the value of a Participant's entire vested Account Balance exceeds the Involuntary Cash-Out threshold (as defined in subsection (a) below), the Participant must consent to any distribution of such Account Balance prior to his/her required beginning date for minimum distribution purposes or, if so provided in AA §9, as of the date the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62. If a distribution is subject to Participant consent, the Participant must consent in writing to the distribution within the 180-day period ending on the annuity starting date. In any event, the Participant's consent must be obtained before any distribution regardless of the amount, if such participant is the sole owner of the investment vehicle under the Plan.

(a) **Involuntary Cash-Out threshold.** For purposes of determining whether a distribution is subject to the Participant consent requirements as described in Section 8.04, the Involuntary Cash-Out threshold is $5,000 unless another amount is designated under AA §9-2. (See Section 8.06 for a discussion of the Automatic Rollover rules that apply if a Participant does not consent to a distribution that does not exceed the Involuntary Cash-Out threshold.)

(b) **Rollovers disregarded in determining value of Account Balance for Involuntary Cash-Outs.** For purposes of determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold described in subsection (a), the value of the Participant's vested Account Balance shall be determined without regard to that portion of the Account Balance that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Code §§402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16). The Employer may elect in the AA to include Rollover Contributions (and earnings allocable thereto) in determining whether the Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold.

(c) **Participant notice.** Prior to receiving a distribution from the Plan, a Participant must be notified of his/her right to defer any distribution from the Plan. The notification shall include a general description of the material features, the consequences of a Participant's decision not to defer the receipt of a distribution, and the relative values of the optional forms of benefit available under the Plan (consistent with the requirements under Code §417(a)(3)). The notice must be provided no less than 30 days and no more than 180 days prior to the Participant's Annuity Starting Date. However, distribution may commence less than 30 days after the notice is given, if the Participant is clearly informed of his/her right to take 30 days after receiving the notice to decide whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects to receive the distribution prior to the expiration of the 30-day minimum period. The notice requirements described in this paragraph may be satisfied by providing a summary of the required information, so long as the conditions described in applicable regulations for the provision of such a summary are satisfied, and the full notice is also provided (without regard to the 180-day period described in this subsection).

(d) **Special rules.** The consent rules under this Section 8.04 apply to distributions made after the Participant's termination of employment and to distributions made prior to the Participant's termination of employment. However, the consent of the Participant (and the Participant's Spouse, if applicable) shall not be required to the extent that a distribution is required to satisfy the required minimum distribution rules under Section 8.11 or to satisfy the requirements of Code §415, as described in Section 5.03.

8.05 **Direct Rollovers.** Notwithstanding any provision in the Plan to the contrary, a Participant may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. If an Eligible Rollover Distribution is less than $500, the Participant may not elect a Direct Rollover of only a portion of such distribution (i.e., a Participant must elect a complete Direct Rollover if the

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Eligible Rollover Distribution is less than $500). For purposes of this Section 8.05, a Participant includes a Participant or former Participant. In addition, this Section applies to any distribution from the Plan made to a Participant's surviving Spouse or to a Participant's Spouse or former Spouse who is the Alternate Payee under a QDRO.

(a) **Definitions.**

(1) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of a Participant's Account Balance, except an Eligible Rollover Distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten years or more;

(ii) any distribution to the extent such distribution is a required minimum distribution under Code §401(a)(9), as described under Section 8.11;

(iii) any Hardship distribution, as described in Section 8.09;

(iv) any distribution if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200; or

(v) a distribution made to satisfy the requirements of Code §415 or a distribution to correct Excess Deferrals or Excess Aggregate Contributions.

(2) **Eligible Retirement Plan.** For purposes of applying the Direct Rollover provisions under this Section 8.05, an Eligible Retirement Plan is:

(i) a qualified plan described in Code §401(a);

(ii) an individual retirement account described in Code §408(a);

(iii) an individual retirement annuity described in Code §408(b);

(iv) an annuity plan described in Code §403(a);

(v) a simple retirement account to the extent rollovers are allowed under Code §408(p)(1)(B);

(vi) an annuity contract described in Code §403(b); or

(vii) an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

The definition of Eligible Retirement Plan also applies in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a QDRO.

To the extent any portion of an Eligible Rollover Distribution is attributable to Roth Deferrals, an Eligible Retirement Plan with respect to such portion of the distribution shall include only another designated Roth account of the Participant or a Roth IRA. To the extent any portion of an Eligible Rollover Distribution is attributable to After-Tax Employee Contributions, an Eligible Retirement Plan with respect to such portion of the distribution shall include only an individual retirement account or annuity described in Code §408(a) or (b) or a qualified defined contribution plan described in Code §401(a) or §403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

(3) **Direct Rollover.** A Direct Rollover is a payment made directly from the Plan to the Eligible Retirement Plan specified by the Participant. The Plan Administrator may develop reasonable procedures for accommodating Direct Rollover requests.

(b) **Direct Rollover notice.** A Participant entitled to an Eligible Rollover Distribution must receive a written explanation of his/her right to a Direct Rollover, the tax consequences of not making a Direct Rollover, and, if applicable, any available special income tax elections. The notice must be provided within 30 – 180 days prior to the Participant's

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Annuity Starting Date, in the same manner as described in Section 8.04(c). The Direct Rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than $200.

If a Participant terminates employment and is eligible for a distribution which is not subject to Participant consent, and the Participant does not respond to the Direct Rollover notice indicating whether a Direct Rollover is desired and the name of the Eligible Retirement Plan to which the Direct Rollover is to be made, the Plan Administrator may distribute the Participant's entire vested Account Balance in the form of an Automatic Rollover (pursuant to Section 8.06). (However, see Section 8.06(b) for special rules that apply to Involuntary Cash-Out Distributions below $1,000.) If a distribution would qualify for Automatic Rollover, the Direct Rollover notice must describe the procedures for making an Automatic Rollover, including the name, address, and telephone number of the IRA trustee and information regarding IRA maintenance and withdrawal fees and how the IRA funds will be invested. The Direct Rollover notice also must describe the timing of the Automatic Rollover and the Participant's ability to affirmatively opt out of the Automatic Rollover.

(c) **Direct Rollover by non-Spouse beneficiary.** Effective for Plan Years beginning after December 31, 2009, the Plan must permit a non-Spouse beneficiary (as defined in Code §401(a)(9)(E)) to make a direct rollover of an eligible rollover distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). A non-Spouse rollover made after December 31, 2009 will be subject to the direct rollover requirements under Code §401(a)(31), the rollover notice requirements under Code §402(f) or the mandatory withholding requirements under Code §3405(c).

(d) **Direct Rollover of non-taxable amounts.** Notwithstanding any other provision of the Plan, effective for Taxable Years beginning on or after January 1, 2007, an Eligible Rollover Distribution may include the portion of any distribution that is not includible in gross income. For this purpose, an Eligible Retirement Plan includes a Defined Contribution or Defined Benefit Plan qualified under Code §401(a) and a tax-sheltered annuity plan under Code §403(b), provided the rollover is accomplished through a direct rollover and the recipient Eligible Retirement Plan separately accounts for any amounts attributable to the rollover of any nontaxable distribution and earnings thereon.

(e) **Rollovers to Roth IRA.** For distributions occurring on or after January 1, 2008, a Participant or beneficiary (including a non-spousal beneficiary to the extent permitted under subsection (c) above), may rollover an Eligible Rollover Distribution (as defined in subsection (a)(1)) to a Roth IRA, provided the Participant (or beneficiary) satisfies the requirements for making a Roth contribution under Code §408A(c)(3)(B). Any amounts rolled over to a Roth IRA will be included in gross income to the extent such amounts would have been included in gross income if not rolled over (as required under Code §408A(d)(3)(A)). For purposes of this subsection (e), the Plan Administrator is not responsible for assuring the Participant (or beneficiary) is eligible to make a rollover to a Roth IRA.

8.06 **Automatic Rollover.** The Automatic Rollover rules in this Section 8.06 are effective for all Involuntary Cash-Out Distributions (as defined in subsection (b)) made on or after March 28, 2005.

(a) **Automatic Rollover requirements.** If a Participant is entitled to an Involuntary Cash-Out Distribution (as defined in subsection (b)), and the Participant does not elect to receive a distribution of such amount (either as a Direct Rollover to an Eligible Retirement Plan or as a direct distribution to the Participant), then the Plan Administrator may pay the distribution in a Direct Rollover to an individual retirement plan (IRA) designated by the Plan Administrator. (The Automatic Rollover provisions under this subsection (a) apply to any Involuntary Cash-Out Distribution for which the Participant fails to consent to a distribution, without regard to whether the Participant can be located. See Section 7.09(c) for alternatives if the Participant cannot be located after a reasonable diligent search.)

(b) **Involuntary Cash-Out Distribution.** An Involuntary Cash-Out Distribution is any distribution that is made from the Plan without the Participant's consent. Unless elected otherwise under the AA, an Involuntary Cash-Out Distribution, for purposes of applying the Automatic Rollover requirements under this Section 8.06, does not include any amounts below $1,000. (See Section 8.04 for the Participant consent requirements with respect to distributions under the Plan.)

(c) **Treatment of Rollover Contributions.** Unless elected otherwise under the AA, for purposes of determining whether a mandatory distribution is greater than $1,000, the portion of the Participant's distribution attributable to any Rollover Contribution is excluded.

8.07 **Distribution Upon Termination of Employment.** Subject to the required minimum distribution provisions under Section 8.11 and the terms governing the applicable Investment Arrangement, a Participant who terminates employment for any reason (other than death) is entitled to receive a distribution of his/her vested Account Balance in accordance with this Section 8.07. (See Section 8.08 for the applicable rules when a Participant dies before distribution of his/her vested Account Balance is completed.)

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(a) **Account Balance not exceeding $5,000.** If a Participant's vested Account Balance does not exceed $5,000 (or other Cash-Out threshold designated under AA §9) at the time of distribution, the only distribution option available under the Plan is a lump sum option. The Participant will be eligible to receive a distribution of his/her vested Account Balance as of the date selected in AA §9. The Employer may elect in AA §9 to require a Participant to consent to a distribution where his/her vested Account Balance does not exceed $5,000. However, this will not change the distribution options described in this subsection (a), unless the Employer specifically modifies such options under AA §9. In any event, the Participant's consent must be obtained before any distribution regardless of the amount, if such participant is the sole owner of the investment vehicle under the Plan.

(b) **Account Balance exceeding $5,000.** If a Participant's vested Account Balance exceeds $5,000 (or other Cash-Out threshold designated under AA §9) at the time of distribution, the Participant may elect to receive a distribution of his/her vested Account Balance in any form permitted under AA §9. The Participant will be eligible to receive a distribution of his/her vested Account Balance as of the date selected in AA §9.

8.08 **Distribution Upon Death.** Subject to the required minimum distribution rules in Section 8.11 and the terms governing the applicable Investment Arrangement, a Participant's vested Account Balance will be distributed to the Participant's Beneficiary(ies) in accordance with this Section 8.08. (See subsection (c) for rules regarding the determination of Beneficiaries upon the death of the Participant.) The form of benefit payable with respect to a deceased Participant will depend on whether the Participant dies before or after distribution of his/her Account Balance has commenced.

(a) **Death after commencement of benefits.** If a Participant begins receiving a distribution of his/her benefits under the Plan, and subsequently dies prior to receiving the full value of his/her vested Account Balance, the remaining benefit will continue to be paid to the Participant's Beneficiary(ies) in accordance with the form of payment that has already commenced. If a Participant commences distribution prior to death only with respect to a portion of his/her Account Balance, then the rules in subsection (b) apply to the rest of the Account Balance.

(b) **Death before commencement of benefits.** If a Participant dies before commencing distribution of his/her benefits under the Plan, the form and timing of any death benefits will depend on whether the value of the death benefit exceeds $5,000 (or other threshold designated under AA §9). In no event will any death benefit be paid in a manner that is inconsistent with the required minimum distribution rules under Section 8.11. The Beneficiary of any pre-retirement death benefit described in this subsection (b) may postpone the commencement of the death benefit to a date that is not later than the latest commencement date permitted under Section 8.11, unless such election is prohibited in AA §9-1.

(c) **Determining a Participant's Beneficiary.** Subject to the terms governing the applicable Investment Arrangement, the determination of a Participant's Beneficiary(ies) to receive any death benefits under the Plan will be based on the Participant's Beneficiary designation under the Plan. If a Participant does not designate a Beneficiary to receive the death benefits under the Plan, distribution will be made to the default Beneficiaries, as set forth in subsection (3) below. However, any designation of a Beneficiary other than the Participant's Spouse, must satisfy the consent requirements under subsection (1) and (2) below.

(1) **Post-retirement death benefit.** If a Participant dies after commencing distribution of benefits under the Plan (but prior to receiving a distribution of his/her entire vested Account Balance under the Plan), the Beneficiary of any post-retirement death benefit is the Participant's surviving Spouse, unless (i) there is no surviving Spouse, (ii) the surviving Spouse has consented to the designation of an alternate Beneficiary(ies), or (iii) the surviving Spouse makes a valid disclaimer of the death benefit.

(2) **Pre-retirement death benefit.** If a Participant dies before commencing distribution of his/her benefits under the Plan, the determination of the Participant's Beneficiary will be determined as follows:

The surviving Spouse (determined at the time of the Participant's death) will be treated as the sole Beneficiary, regardless of any contrary Beneficiary designation, unless there is no surviving Spouse, or the Spouse has consented to the Beneficiary designation or makes a valid disclaimer. (See Section 9.03 for rules regarding the determination of a Participant's marital status.)

(3) **Default beneficiaries.** Subject to the terms governing the applicable Investment Arrangement and to the extent a Beneficiary has not been named by the Participant and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death). If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate. The Employer may modify the default beneficiary rules described in this subparagraph under AA §9-5(a).

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(4) **Identification of Beneficiaries.** The Plan Administrator may request proof of the Participant's death and may require the Beneficiary to provide evidence of his/her right to receive a distribution from the Plan in any form or manner the Plan Administrator may deem appropriate. The Plan Administrator's determination of the Participant's death and of the right of a Beneficiary to receive payment under the Plan shall be conclusive. If a distribution is to be made to a minor or incompetent Beneficiary, payments may be made to the person's legal guardian, conservator recognized under state law, or custodian in accordance with the Uniform Gifts to Minors Act or similar law as permitted under the laws of the state where the Beneficiary resides. The Plan Administrator will not be liable for any payments made in accordance with this subsection (4) and will not be required to make any inquiries with respect to the competence of any person entitled to benefits under the Plan.

(5) **Death of Beneficiary.** Unless specified otherwise in the Participant's Beneficiary designation form or under AA §9-5(a), if a Beneficiary does not predecease the Participant but dies before distribution of the death benefit is made to the Beneficiary, the death benefit will be paid to the Beneficiary's estate. If the Participant and the Participant's Beneficiary die simultaneously, and the Participant's Beneficiary designation form does not address simultaneous death, the determination of the death beneficiary will be determined under any state simultaneous death laws, to the extent applicable. If no applicable state law applies, the death benefit will be paid to the any contingent beneficiaries named under the Participant's beneficiary designation. If there are no contingent beneficiaries, the death benefit will be paid to the Participant's default beneficiaries, as described in subsection (3).

(6) **Divorce from Spouse.** Unless designated otherwise under AA §9-5(c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded unless specifically provided otherwise under a divorce decree or QDRO, or unless the Participant enters into a new Beneficiary designation naming the prior Spouse as Beneficiary. In addition, the provisions under this subsection (6) will not apply if the Participant has entered into a Beneficiary designation that specifically overrides the provisions of this subsection (6). For periods prior to the date this Plan is executed by the Employer, this subsection (6) also applies to situations where the Participant and Spouse are legally separated.

8.09 **In-Service Distributions.** Subject to the terms governing the applicable Investment Arrangement, the Employer may elect under AA §10 to permit in-service distributions under the Plan. If an in-service distribution is not specifically permitted under AA §10, a Participant may not receive a distribution from the Plan until termination of employment, death or disability.

(a) **After-Tax Contributions and Rollover Contributions.** A Participant may withdraw at any time, upon written request, all or any portion of his/her Account Balance attributable to After-Tax Contributions or Rollover Contributions. No forfeiture will occur solely as a result of an Employee's withdrawal of After-Tax Contributions.

(b) **Employer Contributions.** The Employer may elect under AA §10 the extent to which in-service distributions will be permitted from Employer Contributions (including Matching Contributions, if applicable) under the Plan. (See subsection (c) below for the in-service distribution rules applicable to Salary Deferrals.) If permitted under AA §10, Employer Contributions may be withdrawn upon the occurrence of a specified event (including a Hardship, as defined in subsection (e)) or upon the completion of a certain number of years, provided no distribution on account of years may be made with respect to Employer Contributions that have been accumulated in the Plan for less than 2 years, unless the Participant has been a Participant in the Plan for at least 5 years. (See Section 7.08 for special vesting rules that apply if a Participant takes an in-service distribution prior to becoming 100% vested in such contributions.) Mandatory Contributions are treated as Employer Contributions for purposes of in-service distributions, unless otherwise specified in the Adoption Agreement.

(c) **Salary Deferrals.** Any Salary Deferrals (including any earnings on such amounts) generally may not be distributed prior to the Participant's severance from employment, death, or disability. However, the Employer may elect under AA §10 to permit an in-service distribution of such amounts upon attainment of a specified age (no earlier than age 59½) or upon a Hardship (as defined in subsection (e)).

(d) **Penalty-free withdrawals for individuals called to active duty.** The distribution provisions applicable to Salary Deferrals include a Qualified Reservist Distribution, as defined in subsection (1) below. If a Participant takes a Qualified Reservist Distribution, such distributions will not be subject to the 10% penalty tax under Code §72(t). A Qualified Reservist Distribution is only available if permitted under AA §10-1.

(1) **Qualified Reservist Distribution.** For purposes of this subsection (d), a Qualified Reservist Distribution means any distribution to an individual if:

(i) such distribution is from amounts attributable to elective deferrals described in Code §402(g)(3)(A) or (C) or Code §501(c)(18)(D)(iii),

(ii) such individual was (by reason of being a member of a reserve component (as defined in §101 of Title 37 of the United States Code)) ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and

(iii) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period.

(2) **Active duty.** A Qualified Reservist Distribution will only be available for individuals who are ordered or called into active duty after September 11, 2001.

(e) **Hardship distribution.** Subject to the terms governing the applicable Investment Arrangement, the Employer may elect under AA §10 to authorize an in-service distribution upon the occurrence of a Hardship event. A Hardship distribution must meet the requirements of a safe harbor Hardship as described under subsection (1) below.

(1) **Safe harbor Hardship distribution.** To qualify for a safe harbor Hardship, a Participant must demonstrate an immediate and heavy financial need, as described in subsection (i), and the distribution must be necessary to satisfy such need, as described in subsection (ii).

(i) **Immediate and heavy financial need.** To be considered an immediate and heavy financial need, the Hardship distribution must be made to satisfy one of the following financial needs:

(A) to pay expenses incurred or necessary for medical care (as described in Code §213(d)) of the Participant, the Participant's Spouse or dependents (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(B) for the purchase (excluding mortgage payments) of a principal residence for the Participant;

(C) for payment of tuition and related educational fees (including room and board) for the next 12 months of post-secondary education for the Participant, the Participant's Spouse, children or dependents;

(D) to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(E) to pay funeral or burial expenses for the Participant's deceased parent, Spouse, child or dependent;

(F) to pay expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code §165 (determined without regard to whether the loss exceeds the 10% of adjusted gross income limit); or

(G) for any other event that the IRS recognizes as a safe harbor Hardship distribution event under ruling, notice or other guidance of general applicability, provided the event sets forth nondiscriminatory and objective standards for determining the existence of an immediate and heavy financial need.

For purposes of determining eligibility of a Hardship distribution under this subsection (i), a dependent is determined under Code §152. However, the determination of dependent for purposes of tuition and education fees under subsection (C) above will be made without regard to Code §152(b)(1), (b)(2), and (d)(1)(B) and the determination of dependent for purposes of funeral or burial expenses under subsection (E) above will be made without regard to Code §152(d)(1)(B).

A Participant must provide the Plan Administrator with a written request for a Hardship distribution. The Plan Administrator may require written documentation, as it deems necessary, to sufficiently document the existence of a proper Hardship event.

(ii) **Distribution necessary to satisfy need.** A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant if:

(A) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

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(B) The Participant has obtained all available distributions, other than Hardship distributions, and all nontaxable loans under the Plan and all plans maintained by the Employer; and

(C) The Participant is suspended from making Salary Deferrals (and After-Tax Contributions) for 6 months after the receipt of the Hardship distribution.

(2) **Non-safe harbor Hardship distribution.** The Employer may elect in the Adoption Agreement to permit Participants to take a Hardship distribution of Employer Contributions without satisfying the requirements of subsection (1) above, provided the hardship distribution event sets forth nondiscriminatory and objective standards for determining the existence of an immediate and heavy financial need. A non-safe harbor Hardship distribution is not available for QNECs or Safe Harbor Contributions.

(i) **Immediate and heavy financial need.** For purposes of determining whether a Hardship exists under this subsection (2), the same Hardship distribution events described in subsection (1)(i) will qualify as a Hardship distribution event under this subsection (2). The Employer may modify the permissible Hardship distribution events under the Adoption Agreement.

(ii) **Distribution necessary to satisfy need.** A Hardship distribution under this subsection (2) need not satisfy the requirements under subsection (1)(ii) above. Instead, all relevant facts and circumstances are considered to determine whether the Employee has other resources reasonably available to relieve or satisfy the need. For this purpose, resources include assets of the Employee's Spouse and minor children that are reasonably available to the Employee. In addition, the amount withdrawn for hardship may include amounts necessary to pay federal, state or local income taxes, or penalties reasonably anticipated to result from the distribution.

The Employer may rely upon the Employee's written representation that the need cannot be reasonably relieved through the following sources:

(A) Reimbursement or compensation by insurance;

(B) Liquidation of the Employee's assets;

(C) Cessation of Salary Deferrals or After-Tax Employee Contributions under the Plan;

(D) Other currently available distributions or nontaxable loans from the Plan or any other plan maintained by the Employer (or any other employer); or

(E) Borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

The Employer may not rely upon the written representation under this subsection (ii) if the Employer has actual knowledge to the contrary.

(3) **Amount available for Hardship distribution.** A Participant in an Annuity Contract (but not a Custodial Account) may receive a Hardship distribution of any portion of his/her vested Employer Contribution Account or Matching Contribution Account (including earnings thereon), as permitted under AA §10. A Participant may receive a Hardship distribution of Salary Deferrals provided such distribution, when added to other Hardship distributions from Salary Deferrals, does not exceed the total Salary Deferrals the Participant has made to the Plan (increased by income allocable to such Salary Deferrals as of the later of December 31, 1988 or the end of the last Plan Year ending before July 1, 1989).

(4) **Application of Hardship distributions rules with respect to primary beneficiaries.** If elected under AA §10-3(e), if the Plan otherwise permits Hardship distributions based on the safe harbor hardship provisions under subsection (1), the existence of an immediate and heavy financial need under subsection (1)(i) may be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a Participant's Account Balance upon the death of the Participant. Hardship distributions with respect to primary beneficiaries under this subsection (4) are limited to hardship distributions on account of medical expenses, educational expenses and funeral expenses. Any Hardship distribution with respect to a primary beneficiary must satisfy all the other requirements applicable to Hardship distributions.

(f) **Qualified Distributions for Retired Public Safety Officers.** A Participant who is an eligible retired public safety officer may elect, after separation from service, to have qualified health insurance premiums deducted from amounts to

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be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. The distribution shall be excluded from the Participant's gross income to the extent that the aggregate amount of the distribution does not exceed the lesser of the amount used to pay the qualified health insurance premiums of the Participant, the Participant's Spouse, and the Participant's dependents (as defined in Code §152), or $3,000, determined by aggregating all distributions with respect to the Participant that are used to pay qualified health insurance premiums from all eligible retirement plans of the Employer.

(1) **Qualified health insurance premiums**. The term "qualified health insurance premiums" means premiums for coverage for the Participant, the Participant's Spouse, and the Participant's dependents (as defined in Code Section 152) by an accident or health insurance plan (including under a self-insured plan) or qualified long-term care insurance contract (within the meaning of Code Section 7702B(b)).

(2) **Eligible retired public safety officer.** The term "eligible retired public safety officer" means an individual who separated from service, either by reason of disability or after attainment of Normal Retirement Age, as a public safety officer with the Employer. For this purpose, a public safety officer is an individual serving the Employer in an official capacity, with or without compensation, as a law enforcement officer, a firefighter, a chaplain, or a member of a rescue squad or ambulance crew.

8.10 **Sources of Distribution.** Unless provided otherwise in separate administrative provisions adopted by the Plan Administrator, in applying the distribution provisions under this Section 8.10, distributions will be made on a pro rata basis from all Accounts from which a distribution is permitted under this Section 8. Alternatively, the Plan Administrator may permit Participants to direct the Plan Administrator as to which Account the distribution is to be made. Regardless of a Participant's direction as to the source of any distribution, the tax effect of such a distribution will be governed by Code §72 and the regulations thereunder.

(a) **Exception for Hardship withdrawals.** If the Plan permits a Hardship withdrawal from both Salary Deferrals (including Roth Deferrals) and Employer Contributions (including Employer Matching Contributions), a Hardship distribution will first be treated as having been made from a Participant's Employer Contribution Account and then from the Employer's Matching Contribution Account, to the extent such Hardship distribution is available with respect to such Accounts. Only when all available amounts have been exhausted under the Participant's Employer Contribution Account and/or Matching Contribution Account will a Hardship distribution be made from a Participant's Pre-Tax Deferral Account and/or Roth Deferral Account. (See subsection (b) below for the ordering rules for distributions from the Pre-Tax Deferral and Roth Deferral Accounts.) The Plan Administrator may modify the ordering rules under this subsection (a) under separate administrative procedures.

(b) **Roth Deferrals.** Unless designated otherwise under AA §6A-5 or separate administrative procedures, if a Participant has both a Pre-Tax Deferral Account and a Roth Deferral Account, the Participant may designate the extent to which a distribution or withdrawal of Salary Deferrals will come from the Pre-Tax Deferral Account or the Roth Deferral Account. Alternatively, the Employer may provide under AA §6A-5 (or under separate administrative procedures) that any distribution or withdrawal of Salary Deferrals will be made on a pro rata basis from the Pre-Tax Deferral Account and the Roth Deferral Account. Alternatively, the Employer may designate any other order of distribution and withdrawals under AA §6A-5 or separate administrative procedures.

(c) **In-kind distributions.** Nothing in this Section 8 precludes the Plan Administrator from making a distribution in the form of property, or other in-kind distribution.

8.11 **Required Minimum Distributions.** The Plan shall comply with the minimum distribution requirements of Code §401(a)(9) and the regulations thereunder in accordance with the terms governing each Investment Arrangement (if applicable), unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of Code §401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e).

8.12 **Correction of Plan Defects.** Nothing in this Section 8 precludes the Plan Administrator from making a distribution to a Participant to correct a Plan defect consistent with the correction procedures under the IRS' voluntary compliance programs. Thus, for example, if an Employee is permitted to enter the Plan prior to his/her proper Entry Date under Section 2.03(b) and the Plan Administrator determines that a corrective distribution is a proper means of correcting the operational violation, nothing in this Section 8 would prevent the Plan from making such corrective distribution. Any such distribution must be made in accordance with the correction procedures applicable under the IRS' voluntary correction programs.

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SECTION 9
JOINT AND SURVIVOR ANNUITY REQUIREMENTS

9.01 **Application of Joint and Survivor Annuity Rules.** The Joint and Survivor Annuity rules do not apply to the Plan since the Plan is not subject to such rules under Title I of ERISA. An Employer may elect under the Adoption Agreement to require spousal consent to distributions and alternate beneficiaries.

9.02 **Spousal consent.** If the Employer elects under AA §9-2(b) to require spousal consent to a Plan distribution, the Spouse's consent will be required with respect to a distribution as designated in AA §9-2(b). A Spouse's consent, if required, must be provided pursuant to a Qualified Election. For this purpose, a Qualified Election is a written election signed by both the Participant and the Participant's Spouse that specifically acknowledges the effect of the election. The Spouse's consent must be witnessed by a plan representative or notary public. If the Qualified Election permits the Participant to change a payment form or Beneficiary designation without any further consent by the Spouse, the Qualified Election must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit, as applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights.

9.03 **Identification of surviving Spouse.** If it is established to the satisfaction of the Plan Administrator that there is no Spouse or that the Spouse cannot be located, any waiver signed by the Participant is deemed to be a Qualified Election.

(a) **Definition of Spouse.** For this purpose, a Participant will be deemed to not have a Spouse if the Participant is legally separated or has been abandoned and the Participant has a court order to such effect. However, a former Spouse of the Participant will be treated as the Spouse or surviving Spouse and any current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a QDRO.

(b) **One-year marriage rule.** The Employer may elect under AA §9-5(b), for purposes of applying the spousal consent rules under this Section 9, that an individual will not be considered the surviving Spouse of the Participant if the Participant and the surviving Spouse have not been married for the entire one-year period ending on the date of the Participant's death.

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SECTION 10
INVESTMENT ARRANGEMENTS AND PARTICIPANT ACCOUNTS

10.01 **Permissible Investment Arrangements.** Amounts contributed to this Plan may only be invested in Annuity Contracts, Custodial Accounts or a combination of these Investment Arrangements. The 403(b) Fund will consist of all Annuity Contracts and Custodial Accounts held under the Plan and identified under Addendum B of the Adoption Agreement. The terms of each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are incorporated by reference in the Plan.

10.02 **Annuity Contract Requirements.**

(a) An Annuity Contract must meet the requirements of Code §403(b)(1).

(b) An Annuity Contract may only be offered by an Insurance Company.

(c) The Annuity Contract may be owned by the Participant, or in the case of a group annuity contract, by the Employer maintaining the Annuity Contract may hold variable or guaranteed annuities.

(d) The Annuity Contract must provide that it is nontransferable and meets the requirements of Code §401(g).

A life insurance contract, an endowment contract, a health or accident insurance contract, or a property, casualty, or liability insurance contract do not constitute an Annuity Contract. However, this does not apply for contracts issued before September 24, 2007.

10.03 **Custodial Account Requirements.**

(a) The Custodial Account must meet the requirements of Code §403(b)(7).

(b) The assets of a Custodial Account must be held by a bank or approved non-bank trustee or custodian under Code §401(f).

(c) The assets of the Custodial Account must be invested exclusively in regulated investment company within the meaning of Code §851(a).

10.04 **Participant Accounts.** The Plan Administrator will direct the Custodian/Insurance Company to establish and maintain a separate Account (or multiple Accounts, if appropriate) for each Participant to reflect the Participant's entire interest under the Plan. To the extent applicable, the Plan Administrator may direct the Custodian and/or Insurance Company to establish and maintain separate sub-Accounts for a Participant. Accounts may include, but are not limited to:

- Pre-Tax Deferral Account
- Roth Deferral Account
- Employer Contribution Account
- Matching Contribution Account
- After-Tax Contribution Account
- Mandatory Contribution Account
- Rollover Contribution Account
- Roth Rollover Account
- In-Plan Roth Conversion Account
- Transfer Account

The Plan Administrator will maintain separate Accounts for the vested and non-vested portions of any Employer Contribution Account and Matching Contribution Account, for any excess amounts under Code §415 and for Retirement Income Accounts.

10.05 **Value of Participant Accounts.** The value of a Participant's Account consists of the fair market value of the Participant's share of the Plan assets.

(a) **Periodic valuation.** The Custodian/Insurance Company must value Plan assets at least annually.

(b) **Daily valuation.** If the Employer elects daily valuation under AA §11-1(a) or, if in operation, the Employer elects to have the Plan daily valued, the Plan Administrator may adopt reasonable procedures for performing such valuations. Unless otherwise set forth in the written procedures, a daily valued Plan will have its assets valued at the end of each business day during which the New York Stock Exchange is open. The Plan Administrator has authority to interpret the provisions of this Plan in the context of a daily valuation procedure. This includes, but is not limited to, the

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determination of the value of the Participant's Account for purposes of Participant loans, distribution and consent rights, and corrective distributions.

(c) **Interim valuations.** The Plan Administrator may perform interim valuations.

10.06 **Adjustments to Participant Accounts.** As of each Valuation Date under the Plan, each Participant's Account is adjusted in the following manner.

(a) **Distributions and forfeitures from a Participant's Account.** A Participant's Account will be reduced by any distributions and forfeitures from the Account since the previous Valuation Date.

(b) **Contributions and forfeitures allocated to a Participant's Account.** A Participant's Account will be credited with any contribution or forfeiture allocated to the Participant since the previous Valuation Date.

(c) **Net income or loss.** A Participant's Account will be adjusted for any net income or loss in accordance with the provisions under Section 10.07.

10.07 **Procedures for Determining Net Income or Loss.** The Plan Administrator may establish any reasonable procedures for determining net income or loss under Section 10.06(c). Such procedures may be reflected in a funding agreement governing the applicable investments under the Plan and the terms of any applicable Investment Arrangement under the Plan.

10.08 **Investments under the Plan**

(a) **Investment options.** Amounts contributed to this Plan may only be invested in Annuity Contracts, Custodial Accounts or a combination of these investment vehicles. The choice of investments is subject to the terms governing the applicable Investment Arrangement.

(b) **Individual/Pooled Accounts.** The Plan may maintain individual or pooled accounts for Participants.

10.09 **Information Sharing.** Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan), the Eligible Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law.

10.10 **Participant-directed investments.** If the Plan (by election in AA §C-1, under separate investment procedures or under the applicable Investment Arrangement) permits Participant direction of investments, each Participant shall have the exclusive right, in accordance with the provisions of the Plan, to direct the investment of all or a portion of the amounts allocated to the separate Accounts of the Participant under the Plan. (A reference to Participant under this Section 10.10 also applies to any Beneficiary or Alternate Payee eligible to direct investments under the Plan.)

(a) **Limits on participant investment direction.** The Employer may elect under AA §C-1 or under separate investment procedures to limit Participant direction of investment to specific types of contributions or with respect to specific investment options. The terms of the governing Investment Arrangement may limit Participant direction of investment. If Participant investment direction is limited to specific investment options, it shall be the sole and exclusive responsibility of the Employer, Plan Administrator or Vendor to select the investment options. In no case may Participants direct that investments be made in collectibles, other than U.S. Government or State issued gold and silver coins.

(b) **Failure to direct investment.** If Participant direction of investments is permitted, the Plan Administrator will designate how accounts will be invested in the absence of proper affirmative direction from the Participant. The Plan or Plan Administrator may designate a default fund under the Plan.

10.11 **Life Insurance.** Plan assets may not be held under a life insurance contract issued on or after September 24, 2007. If Plan assets include life insurance contracts issued before September 24, 2007, those contracts will continue to be held pursuant to the terms of the plan relating to life insurance as in effect immediately prior to September 24, 2007 until discontinued by the Participant.

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SECTION 11
PLAN ADMINISTRATION AND OPERATION

11.01 **Plan Administrator.** The Employer is the Plan Administrator, unless the Employer designates in writing an alternative Plan Administrator. The Plan Administrator has the responsibilities described in this Section 11.

11.02 **Allocation of Administrative Functions.** Administrative functions, including functions to comply with Code §403(b) and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Administrator.

11.03 **Administrative and Vendor Addendums.** Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in Addendum A – Allocation of Administrative Functions – in the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in Addendum A. Addendum B of the Adoption Agreement will include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. Addendums A and B may be modified from time to time. A modification of the Addendums is not an amendment of the Plan.

11.04 **Information Provided by a Participant.** Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing the Investment Arrangement.

11.05 **Information Sharing**. Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan), the Eligible Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law.

11.06 **Duties, Powers and Responsibilities of the Plan Administrator.** The Plan Administrator will administer the Plan for the exclusive benefit of the Plan Participants and Beneficiaries, and in accordance with the terms of the Plan. If the terms of the Plan are unclear, the Plan Administrator may interpret the Plan. This right to interpret the Plan is an express grant of discretionary authority to resolve ambiguities in the Plan document and to make discretionary decisions regarding the interpretation of the Plan's terms, including who is eligible to participate under the Plan, and the benefit rights of a Participant or Beneficiary. Unless an interpretation or decision is determined to be arbitrary and capricious, the Plan Administrator will not be held liable for any interpretation of the Plan terms or decision regarding the application of a Plan provision.

(a) **Delegation of duties, powers and responsibilities.** The Employer, as Plan Administrator, may delegate its duties, powers or responsibilities to one or more persons under Addendum A. Such delegation must be in writing and accepted by the person or persons receiving the delegation. The Employer may not delegate responsibilities to Plan Participants. The Employer must agree to such delegation by an alternative Plan Administrator. In delegating responsibilities, the Plan may, under Addendum A, incorporate by reference other documents, including annuity policies and custodial agreements.

(b) **Specific Plan Administrator responsibilities.** The Plan Administrator has the general responsibility to control and manage the operation of the Plan. This responsibility includes, but is not limited to, the following:

(1) To interpret and enforce the provisions of the Plan and applicable rules under Code §403(b) including those related to Plan eligibility, vesting, benefits and other tax requirements;

(2) To communicate with the appropriate persons with respect to the crediting of Plan contributions, the disbursement of Plan distributions and other relevant matters;

(3) To develop separate procedures (if necessary) consistent with the terms of the Plan to assist in the administration of the Plan, including the adoption of a separate or modified loan policy), procedures for direction of investment by Participants, procedures for determining whether domestic relations orders are QDROs), and procedures for the determination of investment earnings to be allocated to Participants' Accounts:

(4) To maintain all records necessary for tax and other administration purposes;

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(5) To furnish and to file all appropriate notices, reports and other information to Participants, Beneficiaries, the Employer, the Custodian, Insurance Company and government agencies (as necessary);

(6) To provide information relating to Plan Participants and Beneficiaries;

(7) To retain the services of other persons, including investment managers, attorneys, consultants, advisers and others, to assist in the administration of the Plan;

(8) To review and decide on claims for benefits under the Plan;

(9) To correct any defect or error in the operation of the Plan;

(10) To establish a "funding policy and method" for the Plan for purposes of ensuring the Plan is satisfying its financial objectives and is able to meet its liquidity needs.

11.07 Plan Administration Expenses.

(a) **Reasonable Plan administration expenses.** All reasonable expenses related to plan administration may be paid from Plan assets, except to the extent the expenses are paid (or reimbursed) by the Employer. For this purpose, Plan expenses include, but are not limited to, all reasonable costs, charges and expenses incurred in connection with the administration of the Plan.

(b) **Plan expense allocation.** The Plan Administrator may allocate plan expenses among the accounts of Plan Participants. The Plan Administrator has authority to allocate these expenses either proportionally based on the value of the Account Balances or pro rata based on the number of Participants in the Plan. The Plan Administrator will determine the proper method for allocating expenses in accordance with such reasonable nondiscriminatory rules as the Plan Administrator deems appropriate under the circumstances. Unless the Plan Administrator decides otherwise, the following expenses will be allocated to the Participant's Account relative to which the expense is incurred: distribution expenses, including those relating to lump sums, installments, QDROs, hardship, in-service and required minimum distributions; loan expenses; participant direction expenses, including brokerage fees; and benefit calculations.

(c) **Expenses related to administration of former Employee or surviving Spouse.** If the Plan is making distributions to a former Employee, surviving Spouse or non-Spouse beneficiary, the Plan may charge reasonable Plan administrative expenses to the Account of that former Employee, surviving Spouse or nonSpouse beneficiary, but only if the administrative expenses are on a pro rata basis. Under the pro rata basis, the expenses are based on the amount in each account of a former Employee, surviving Spouse or nonSpouse beneficiary receiving benefits from the Plan. The Plan Administrator may use another reasonable basis for charging the expenses.

11.08 Qualified Domestic Relations Orders (QDROs).

(a) **In general.** The Plan Administrator must develop written procedures for determining whether a domestic relations order is a QDRO and for administering distributions under a QDRO. For this purpose, the Plan Administrator may use the default QDRO procedures set forth in subsection (h) below or may develop separate QDRO procedures. If applicable, the procedures must recognize the requirements under applicable State law.

(b) **Definitions related to Qualified Domestic Relations Orders (QDROs).**

(1) **QDRO**. A QDRO is a domestic relations order that creates or recognizes the existence of an Alternate Payee's right to receive, or assigns to an Alternate Payee the right to receive, all or a portion of the benefits payable with respect to a Participant under the Plan. (See Code §414(p).) The QDRO must contain certain information and meet other requirements described in this Section 11.08.

(2) **Domestic relations order.** A domestic relations order is a judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law (including community property law).

(3) **Alternate Payee.** An Alternate Payee must be a Spouse, former Spouse, child, or other dependent of a Participant.

(4) **Revision of QDRO.** A domestic relations order otherwise meeting the requirements to be a QDRO under Code §414(p) shall not fail to be treated as a QDRO solely because:

(i) the order is issued after, or revises, another domestic relations order or QDRO; or

(ii) of the time at which the order is issued, including orders issued after the death of the Participant.

Any QDRO described in this Section 11.08 shall be subject to the same requirements and protections which apply to QDROs under Code §414(p)(7).

(c) **Recognition as a QDRO**. To be a QDRO, an order must be a domestic relations order (as defined in subsection (b)(2) above) that relates to the provision of child support, alimony payments, or marital property rights for the benefit of an Alternate Payee. The Plan Administrator is not required to determine whether the court or agency issuing the domestic relations order had jurisdiction to issue an order, whether state law is correctly applied in the order, whether service was properly made on the parties, or whether an individual identified in an order as an Alternate Payee is a proper Alternate Payee under state law.

(d) **Contents of QDRO.** A QDRO must contain the following information:

(1) the name and last known mailing address of the Participant and each Alternate Payee;

(2) the name of each plan to which the order applies;

(3) the dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the Alternate Payee; and

(4) the number of payments or time period to which the order applies.

(e) **Impermissible QDRO provisions.**

(1) The order must not require the Plan to provide an Alternate Payee or Participant with any type or form of benefit, or any option, not otherwise provided under the Plan;

(2) The order must not require the Plan to provide for increased benefits (determined on the basis of actuarial value);

(3) The order must not require the Plan to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO; and

(4) The order must not require the Plan to pay benefits to an Alternate Payee in the form of a Qualified Joint and Survivor Annuity for the lives of the Alternate Payee and his or her subsequent Spouse.

(f) **Immediate distribution to Alternate Payee.** Even if a Participant is not eligible to receive an immediate distribution from the Plan, an Alternate Payee may receive a QDRO benefit immediately in a lump sum, provided such distribution is consistent with the QDRO provisions.

(g) **Fee for QDRO determination.** The Plan Administrator may condition the making of a QDRO determination on the payment of a fee by a Participant or an Alternate Payee (either directly or as a charge against the Participant's Account).

(h) **Default QDRO procedure.** If the Plan Administrator chooses this default QDRO procedure or if the Plan Administrator does not establish a separate QDRO procedure, this subsection (h) will apply as the procedure the Plan Administrator will use to determine whether a domestic relations order is a QDRO. This default QDRO procedure incorporates the requirements set forth below.

(1) **Access to information.** The Plan Administrator will provide access to Plan and Participant benefit information sufficient for a prospective Alternate Payee to prepare a QDRO. Such information might include the summary plan description, other relevant plan documents, and a statement of the Participant's benefit entitlements. The disclosure of this information is conditioned on the prospective Alternate Payee providing to the Plan Administrator information sufficient to reasonably establish that the disclosure request is being made in connection with a domestic relations order.

(2) **Notifications to Participant and Alternate Payee.** The Plan Administrator will promptly notify the affected Participant and each Alternate Payee named in the domestic relations order of the receipt of the order. The Plan Administrator will send the notification to the address included in the domestic relations order. Along with the notification, the Plan Administrator will provide a copy of the Plan's procedures for determining whether a domestic relations order is a QDRO.

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(3) **Alternate Payee representative.** The prospective Alternate Payee may designate a representative to receive copies of notices and Plan information that are sent to the Alternate Payee with respect to the domestic relations order.

(4) **Evaluation of domestic relations order.** Within a reasonable period of time, the Plan Administrator will evaluate the domestic relations order to determine whether it is a QDRO. A reasonable period will depend on the specific circumstances. The domestic relations order must contain the information described in subsection (d). If the order is only deficient in a minor respect, the Plan Administrator may supplement information in the order from information within the Plan Administrator's control or through communication with the prospective Alternate Payee.

(i) **Separate accounting.** Upon receipt of a domestic relations order, the Plan Administrator will separately account for and preserve the amounts that would be payable to an Alternate Payee until a determination is made with respect to the status of the order. During the period in which the status of the order is being determined, the Plan Administrator will take whatever steps are necessary to ensure that amounts that would be payable to the Alternate Payee, if the order were a QDRO, are not distributed to the Participant or any other person. The separate accounting requirement may be satisfied, at the Plan Administrator's discretion, by a segregation of the assets that are subject to separate accounting.

(ii) **Separate accounting until the end of "18-month period."** The Plan Administrator will continue to separately account for amounts that are payable under the QDRO until the end of an "18-month period." The "18-month period" will begin on the first date following the Plan's receipt of the order upon which a payment would be required to be made to an Alternate Payee under the order. If, within the "18-month period," the Plan Administrator determines that the order is a QDRO, the Plan Administrator must pay the Alternate Payee in accordance with the terms of the QDRO. If, however, the Plan Administrator determines within the "18-month period" that the order is not a QDRO, or, if the status of the order is not resolved by the end of the "18-month period," the Plan Administrator may pay out the amounts otherwise payable under the order to the person or persons who would have been entitled to such amounts if there had been no order. If the order is later determined to be a QDRO, the order will apply only prospectively; that is, the Alternate Payee will be entitled only to amounts payable under the order after the subsequent determination.

(iii) **Preliminary review.** The Plan Administrator will perform a preliminary review of the domestic relations order to determine if it is a QDRO. If this preliminary review indicates the order is deficient in some manner, the Plan Administrator will allow the parties to attempt to correct any deficiency before issuing a final decision on the domestic relations order. The ability to correct is limited to a reasonable period of time.

(iv) **Notification of determination.** The Plan Administrator will notify in writing the Participant and each Alternate Payee of the Plan Administrator's decision as to whether a domestic relations order is a QDRO. In the case of a determination that an order is not a QDRO, the written notice will contain the following information:

(A) references to the Plan provisions on which the Plan Administrator based its decision;

(B) an explanation of any time limits that apply to rights available to the parties under the Plan (such as the duration of any protective actions the Plan Administrator will take); and

(C) a description of any additional material, information, or modifications necessary for the order to be a QDRO and an explanation of why such material, information, or modifications are necessary.

(v) **Treatment of Alternate Payee.** If an order is accepted as a QDRO, the Plan Administrator will act in accordance with the terms of the QDRO as if it were a part of the Plan. An Alternate Payee will be considered a Beneficiary under the Plan and be afforded the same rights as a Beneficiary. The Plan Administrator will provide any appropriate disclosure information relating to the Plan to the Alternate Payee.

11.09 **Claims Procedure.** The Plan Administrator may establish procedures for administering benefit claims. Such benefit claims procedures should provide claimants with a reasonable opportunity to have a full and fair review of a denied claim. The Plan Administrator is authorized to conduct an examination of the relevant facts to determine the merits of a Participant's or Beneficiary's claim for Plan benefits.

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11.10 **Operational Rules for Short Plan Years.** The following operational rules apply if the Plan has a Short Plan Year. A Short Plan Year is any Plan Year that is less than a 12-month period, either because of the amendment of the Plan Year, or because the Effective Date of a new Plan is less than 12 months prior to the end of the first Plan Year.

(a) If the Plan is amended to create a Short Plan Year, and an Eligibility Computation Period or Vesting Computation Period is based on the Plan Year, the applicable computation period begins on the first day of the Short Plan Year, but such period ends on the day which is 12 months from the first day of such Short Plan Year. Thus, the computation period that begins on the first day of the Short Plan Year overlaps with the computation period that starts on the first day of the next Plan Year. This rule applies only to an Employee who has at least one Hour of Service during the Short Plan Year.

If a Plan has an initial Short Plan Year, the rule in the above paragraph applies only for purposes of determining an Employee's Vesting Computation Period and only if the Employer elects under AA §8-3 to exclude service earned prior to the adoption of the Plan. For eligibility and vesting (where service prior to the adoption of the Plan is not ignored), if the Eligibility Computation Period or Vesting Computation Period is based on the Plan Year, the applicable computation period will be determined on the basis of the Plan's normal Plan Year, without regard to the initial short Plan Year.

(b) If Employer Contributions and/or Matching Contributions are allocated for a Short Plan Year, any allocation condition under AA §6-7 or AA §6B-7 that requires a Participant to complete a specified number of Hours of Service to receive an allocation of such Employer Contributions and/or Matching Contributions will not be prorated as a result of such Short Plan Year unless otherwise specified in AA §6-7 or AA §6B-7, if applicable.

(c) The Compensation Limit will be prorated to reflect the number of months (or partial months) included in the Short Plan Year unless the compensation used for such Short Plan Year is a period of 12 months.

In all other respects, the Plan shall be operated for the Short Plan Year in the same manner as for a 12-month Plan Year, unless the context requires otherwise. If the terms of the Plan are ambiguous with respect to the operation of the Plan for a Short Plan Year, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

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SECTION 12
CUSTODIAL AGREEMENTS/ANNUITY CONTRACTS

12.01 **Creation of Custodial Agreement.** If the Employer elects in the Adoption Agreement to fund the Plan using Custodial Accounts, the Employer (or, if applicable each Participant) will execute a Custodial Agreement with the Custodian, as a Vendor, in which Participants' Accounts are invested. The Custodial Agreement will describe the duties and responsibilities of the Custodian. The Custodian will be listed in Addendum B – Vendors of Investment Arrangements. The Addendum will include sufficient information to identify the approved Investment Arrangement. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are incorporated by reference in the Plan.

12.02 **Annuity Contracts.** If the Employer elects in the Adoption Agreement to provide Annuity Contracts as an investment option, the Employer will list the Vendor of the Annuity Contract in Addendum B – Vendors of Investment Arrangements. The Addendum will include sufficient information to identify the approved Investment Arrangement. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are incorporated by reference in the Plan.

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SECTION 13
PARTICIPANT LOANS

13.01 **Availability of Participant Loans.** Subject to the terms governing the applicable Investment Arrangement, the Employer may elect under Appendix B of the Adoption Agreement to permit Participants to take loans from their vested Account Balance under the Plan. If the Employer elects to permit loans under the Plan, the Employer may elect to use the default loan policy under this Section 13, as modified under Appendix B of the Adoption Agreement, or may establish an outside loan policy for purposes of administering Participant loans under the Plan. If the Employer adopts a separate written loan policy, the terms of such separate loan policy will control over the terms of this Plan with respect to the administration of any Participant loans. Any separate written loan policy must satisfy the requirements under Code §72(p) and the regulations thereunder. Participant loans are subject to the terms of any Investment Arrangements associated with the Plan.

To receive a Participant loan, a Participant must sign a promissory note along with a pledge or assignment of the portion of the Account Balance used for security on the loan. The loan will be evidenced by a legally enforceable agreement which specifies the amount and term of the loan, and the repayment schedule.

13.02 **Must be Available in Reasonably Equivalent Manner.** Participant loans must be made available to Participants in a reasonably equivalent manner. The Employer may elect under AA §B-8 to limit the availability of Participant loans to specified events.

13.03 **Loan Limitations.** A Participant loan may not be made to the extent such loan (when added to the outstanding balance of all other loans made to the Participant) exceeds the lesser of:

(a) $50,000 (reduced by the excess, if any, of the Participant's highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which such loan is made, over the Participant's outstanding balance of loans from the Plan as of the date such loan is made) or

(b) one-half (½) of the Participant's vested Account Balance, determined as of the Valuation Date coinciding with or immediately preceding such loan, adjusted for any contributions or distributions made since such Valuation Date, or, if the Plan is not subject to ERISA, $10,000, if greater.

In applying the limitations under this Section 13.03, all plans maintained by the Employer are aggregated and treated as a single plan. In addition, any assignment or pledge of any portion of the Participant's interest in the Plan and any loan, pledge, or assignment with respect to any insurance contract purchased under the Plan will be treated as loan under this Section.

13.04 **Limit on Amount and Number of Loans.** Unless elected otherwise under AA §B-5 and/or AA §B-6, or under a separate written loan policy, a Participant may not receive a Participant loan of less than $1,000 nor may a Participant have more than one Participant loan outstanding at any time.

(a) **Loan renegotiation.** A Participant may renegotiate a loan without violating the one outstanding loan requirement to the extent such renegotiated loan is a new loan (i.e., the renegotiated loan separately satisfies the reasonable interest rate requirement under Section 13.05, the adequate security requirement under Section 13.06, and the periodic repayment requirement under Section 13.07) and the renegotiated loan does not exceed the limitations under Section 13.03 above, treating both the replaced loan and the renegotiated loan as outstanding at the same time. However, if the term of the renegotiated loan does not end later than the original term of the replaced loan, the replaced loan may be ignored in applying the limitations under Section 13.03 above.

(b) **Participant must be creditworthy.** The Plan Administrator may refuse to make a loan to any Participant who is determined to be not creditworthy. For this purpose, a Participant is not creditworthy if, based on the facts and circumstances, it is reasonable to believe that the Participant will not repay the loan. A Participant who has defaulted on a previous loan from the Plan and has not repaid such loan (with accrued interest) at the time of any subsequent loan will be treated as not creditworthy until such time as the Participant repays the defaulted loan (with accrued interest).

13.05 **Reasonable Rate of Interest.** All Participant loans will be charged a reasonable rate of interest. For this purpose, the interest rate charged on a Participant loan must be commensurate with the interest rates charged by persons in the business of lending money for loans under similar circumstances. The Employer may identify alternative methods for determining a reasonable rate of interest under AA §B-7 or under a separate written loan policy. The Plan Administrator must periodically review its interest rate assumptions to ensure the interest rate charged on Participant loans is reasonable.

If a Participant is in "military service" while he/she has an outstanding Participant loan, the applicable interest charged on such loan during the period while the Participant is in "military service" will not exceed 6% per year provided the Participant provides written notice and a copy of his/her call-up or extension orders to the Plan Administrator within 180 days following the Participant's termination or release from "military service." For this purpose, "military service" is as defined in the

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Soldier's and Sailor's Civil Relief Act of 1940 as modified by the Servicemembers Civil Relief Act of 2003. The Participant may voluntarily waive this 6% interest limitation and the Plan Administrator may petition the court to retain the original interest rate if the ability to repay is not affected by the Participant's activation to military duty.

13.06 **Adequate Security.** All Participant loans must be adequately secured. The Participant's vested Account Balance shall be used as security for a Participant loan provided the outstanding balance of all Participant loans made to such Participant does not exceed 50% of the Participants vested Account Balance, determined immediately after the origination of each loan, and, if applicable, the spousal consent requirements have been satisfied. The Plan Administrator may require a Participant to provide additional collateral to receive a Participant loan if the Plan Administrator determines such additional collateral is required to protect the interests of Plan Participants. A separate loan policy or written modifications to this loan policy may prescribe alternative rules for obtaining adequate security.

13.07 **Periodic Repayment.** A Participant loan must provide for level amortization with payments to be made not less frequently than quarterly. A Participant loan must be payable within a period not exceeding five (5) years from the date the Participant receives the loan from the Plan, unless the loan is for the purchase of the Participant's principal residence, in which case the loan must be payable within a reasonable time commensurate with the repayment period permitted by commercial lenders for similar loans. Loan repayments must be made through payroll withholding, except to the extent the Plan Administrator determines payroll withholding is not practical given the level of a Participant's wages, the frequency with which the Participant is paid, or other circumstances.

(a) **Unpaid leave of absence.** A Participant with an outstanding Participant loan may suspend loan payments to the Plan for up to 12 months for any period during which the Participant is on an unpaid leave of absence. Upon the Participant's return to employment (or after the end of the 12-month period, if earlier), the Participant's outstanding loan will be reamortized over the remaining period of such loan to make up for the missed payments. The reamortized loan may extend beyond the original loan term so long as the loan is paid in full by whichever of the following dates comes first: (1) the date which is five (5) years from the original date of the loan (or the end of the suspension, if sooner), or (2) the original loan repayment deadline (or the end of the suspension period, if later) plus the length of the suspension period. Alternatively, the Participant may resume loan payments under the pre-leave of absence amortization schedule with a balloon payment due at the end of the loan term.

(b) **Military leave.** A Participant with an outstanding Participant loan also may suspend loan payments for any period such Participant is on military leave, in accordance with Code §414(u)(4). Upon the Participant's return from military leave (or the expiration of five years from the date the Participant began his/her military leave, if earlier), loan payments will recommence under the amortization schedule in effect prior to the Participant's military leave, without regard to the five-year maximum loan repayment period. Alternatively, the loan may be reamortized to require a different level of loan payment, as long as the amount and frequency of such payments are not less than the amount and frequency under the amortization schedule in effect prior to the Participant's military leave.

13.08 **Spousal consent.** If the Employer elects under the AA to require spousal consent to a Plan loan, the Spouse's consent will be required with respect to a loan. A Spouse's consent, if required, must conform to any requirement imposed by the Employer or applicable State or local law.

13.09 **Designation of Accounts.** A Participant loan will be treated as a segregated investment on behalf of the individual Participant for whom the loan is made or may be treated as a general investment of the Plan. Unless designated otherwise under the AA or under a separate loan procedure, loan amounts may be taken from any available contribution source under the Plan. The Plan Administrator may determine the contribution sources from which a loan is taken or may follow directions of the Participant. Each payment of principal and interest paid by a Participant on his/her Participant loan shall be credited to the same Participant Accounts and investment funds within such Accounts from which the loan was treated.

13.10 **Procedures for Loan Default.** A Participant will be considered to be in default with respect to a loan if any scheduled repayment with respect to such loan is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due.

If a Participant defaults on a Participant loan, the Plan may not offset the Participant's Account Balance until the Participant is otherwise entitled to an immediate distribution of the portion of the Account Balance which will be offset and such amount being offset is available as security on the loan, pursuant to Section 13.06. For this purpose, a loan default is treated as an immediate distribution event to the extent the law does not prohibit an actual distribution of the type of contributions which would be offset as a result of the loan default (determined without regard to the consent requirements under Sections 8.04 and 9.02, so long as spousal consent was properly obtained at the time of the loan, if required under Section 9.02). The Participant may repay the outstanding balance of a defaulted loan (including accrued interest through the date of repayment) at any time.

Pending the offset of a Participant's Account Balance following a defaulted loan, the following rules apply to the amount in default.

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(a) Interest continues to accrue on the amount in default until the time of the loan offset or, if earlier, the date the loan repayments are made current or the amount is satisfied with other collateral.

(b) A subsequent offset of the amount in default is not reported as a taxable distribution, except to the extent the taxable portion of the default amount was not previously reported by the Plan as a taxable distribution.

(c) The post-default accrued interest included in the loan offset is not reported as a taxable distribution at the time of the offset.

A separate loan policy or written modifications to this loan policy may modify the procedures for determining a loan default.

13.11 Termination of Employment.

(a) **Offset of outstanding loan.** A Participant loan becomes due and payable in full immediately upon the Participant's termination of employment. Upon a Participant's termination, the Participant may repay the entire outstanding balance of the loan (including any accrued interest) within a reasonable period following termination of employment. If the Participant does not repay the entire outstanding loan balance, the Participant's vested Account Balance will be reduced by the remaining outstanding balance of the loan (without regard to the consent requirements under Sections 8.04 and 9.02, so long as spousal consent was properly obtained at the time of the loan, if required), to the extent such Account Balance is available as security on the loan, pursuant to Section 13.06, and the remaining vested Account Balance will be distributed in accordance with the distribution provisions under Section 8. If the outstanding loan balance of a deceased Participant is not repaid, the outstanding loan balance shall be treated as a distribution to the Participant and shall reduce the death benefit amount payable to the Beneficiary under Section 8.08.

(b) **Direct Rollover.** Unless otherwise elected under the AA**,** upon termination of employment, a Participant may request a Direct Rollover of the loan note (provided the distribution is an Eligible Rollover Distribution as defined in Section 8.05(a)(1)) to another plan which agrees to accept a Direct Rollover of the loan note. A Participant may not engage in a Direct Rollover of a loan to the extent the Participant has already received a deemed distribution with respect to such loan.

(c) **Modified loan policy.** A separate loan policy or written modifications to this loan policy may modify this Section 13.11, including, but not limited to: (1) a provision to permit loan repayments to continue beyond termination of employment; (2) to prohibit the Direct Rollover of a loan note; and (3) to provide for other events that may accelerate the Participant's repayment obligation under the loan.

13.12 Mergers, Transfers or Direct Rollovers from another Plan/Change in Loan Record Keeper. Any Participant loan transferred into the Plan as the result of a merger, consolidation, or plan to plan transfer, or rolled over to the Plan from another plan, shall be administered in accordance with the provisions of the note reflecting such loan, and shall remain outstanding until repaid in accordance with its terms, except that the Employer may permit the renegotiation of the terms of the loan to the extent necessary to ensure the administration of such loan continues to satisfy the requirements of Code §72(p) and the regulations thereunder. In addition, if there is a change in the person or persons to whom the record keeping of Participant loans has been delegated, a loan shall continue to be administered in accordance with the provisions of the note reflecting such loan, and shall remain outstanding until repaid in accordance with its terms, except that the Employer may permit the renegotiation of the terms of a loan to the extent necessary to ensure the administration of the loan after the change in the loan record keeper continues to satisfy the requirements of Code §72(p) and the regulations thereunder, regardless of any contrary election under AA §B-14.

13.13 Amendment of Plan to Eliminate Participant Loans. The Plan may be amended at any time to eliminate Participant loans on a prospective basis. However, the elimination of a Participant loan feature may not result in the acceleration of payment of any existing Participant loans, unless the terms of the Participant loan permit such acceleration.

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SECTION 14
PLAN AMENDMENTS, TERMINATION, MERGERS, EXCHANGES, AND TRANSFERS

14.01 Plan Amendments.

(a) **Amendment by the Volume Submitter Sponsor.** The Volume Submitter Sponsor may amend the Plan on behalf of all adopting Employers, including those Employers who adopt the Plan prior to or after the amendment, for changes in the Code, regulations, revenue rulings, and other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments will be applied to all Employers who have adopted the Plan.

For purposes of Volume Submitter Plan amendments, the ASC Institute, as mass submitter, shall be recognized as the agent of the Volume Submitter Sponsor. If the Volume Submitter Sponsor does not adopt the amendments made by ASC Institute, as the mass submitter, it no longer will be identical to the ASC Institute mass submitter plan.

The Volume Submitter Sponsor will maintain, or have maintained on its behalf, a record of the Employers that have adopted the Plan, and the Volume Submitter Sponsor will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary.

(b) **Amendment by the Employer.** The Employer shall have the right at any time to amend the Adoption Agreement in the following manner without affecting the Plan's status as a Volume Submitter Plan. (The ability to amend the Plan as authorized under this subsection (b) applies only to the Employer that executes the Employer Signature Page of the Adoption Agreement. Any amendment to the Plan by the Employer under this subsection (b) also applies to any other Employer that participates under the Plan as a Participating Employer.)

(1) The Employer may change any optional selections under the Adoption Agreement.

(2) The Employer may add overriding language to the Adoption Agreement when such language is necessary to satisfy Code §415 because of the required aggregation of multiple plans.

(3) The Employer may change the administrative selections under Appendix C of the Adoption Agreement by replacing the appropriate page(s) within the Adoption Agreement. Such amendment does not require re-execution of the Employer Signature Page of the Adoption Agreement.

(4) The Employer may amend Addendum A – Allocation of Administrative Functions – and Addendum B – Vendors of Investment Arrangements - in the Adoption Agreement. Such amendment does not require re-execution of the Employer Signature Page of the AA.

(5) The Employer may add certain sample or model amendments published by the IRS which specifically provide that their adoption will not cause the Plan to be treated as an individually designed plan.

(6) The Employer may add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan.

(7) The Employer may adopt any amendments that it deems necessary to satisfy the requirements for resolving qualification failures under the IRS' compliance resolution programs.

The Employer may amend the Plan at any time for any other reason. The Plan will not lose its status as a Volume Submitter Plan, unless the amendment causes the Plan to not be substantially similar to the approved Volume Submitter Plan.

(c) **Method of amendment.** An amendment to the Plan may be adopted as a modification to the Adoption Agreement and/or Basic Plan Document or as a separate snap-on amendment. An amendment to the Plan may be adopted as part of a properly executed board resolution or other authorized action of the Employer. Any such amendment must be executed by the board of directors or a duly authorized officer of the Employer.

14.02 Plan Termination. The Employer may terminate this Plan at any time by delivering to the Plan Administrator written notice of such termination. However, to the extent that the Plan holds Salary Deferral Accounts and/or Custodial Accounts, Plan termination is only permitted if the Employer does not make contributions to any Code §403(b) plan that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the terminated Plan. The Employer may terminate the Plan pursuant to a Board resolution or other appropriate Employer action.

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The Employer should amend the Plan to reflect the effective date of the Plan termination and any laws or regulations effective as of the date of termination.

(a) **Full and immediate vesting.** Upon a full or partial termination of the Plan (or the complete discontinuance of contributions), all amounts credited to an affected Participant's Account become 100% vested, regardless of the Participant's vested percentage. The Plan Administrator has discretion to determine whether a partial termination has occurred.

(b) **Distribution upon Plan termination.** Upon the termination of the Plan, the Plan Administrator shall direct the distribution of Accumulated Benefits to Participants in accordance with the provisions under Section 8 and subject to any restrictions contained in the terms governing the applicable Investment Arrangement as soon as administratively practicable after termination of the Plan.

(c) **Termination upon merger, liquidation or dissolution of the Employer.** The Plan may terminate upon the liquidation or dissolution of the Employer provided however, that in any such event, arrangements may be made for the Plan to be continued by any successor to the Employer.

(d) **Missing Participants.** Upon termination of the Plan, if any Participant cannot be located after a reasonable diligent search, the Plan Administrator may make a direct rollover to an IRA selected by the Plan Administrator. For this purpose, the Plan Administrator will adopt procedures similar to the procedures required under Section 8.06 for making Automatic Rollovers in applying the provisions under this subsection (d). An Automatic Rollover under this subsection (d) may be made on behalf of any missing Participant, regardless of the value of his/her vested Account Balance under the Plan.

14.03 **Merger or Consolidation.** In the event the Plan is merged or consolidated with another plan, each Participant must be entitled to a benefit immediately after such merger or consolidation that is at least equal to the benefit the Participant would have been entitled to had the Plan terminated immediately before such merger or consolidation.

14.04 **Contract exchanges within the Plan.** Subject to the terms governing the applicable Investment Arrangement, the Plan Administrator may, but is not required to, exchange Section 403(b) contracts among the Vendors of Investment Arrangements approved for use under the Plan. Such exchanges must satisfy the following conditions:

(a) The Plan provides for the exchange;

(b) The Participant or Beneficiary has an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both Section 403(b) Contracts immediately before the exchange);

(c) The other Section 403(b) contract is subject to distribution restrictions with respect to the Participant that are not less stringent than those imposed on the contract being exchanged, and the Employer enters into an agreement with the issuer of the other Section 403(b) contract under which the employer and the issuer will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting Section 403(b) contract, or any other contract to which contributions have been made by the employer, to satisfy Code §403(b), including information concerning the Participant's employment and information that takes into account other Section 403(b) contracts or employer plans (such as whether a Severance from Employment has occurred for purposes of the distribution restrictions in Treas. Reg. §1.403(b)-6 and whether the hardship withdrawal rules of Treas. Reg. §1.403(b)-6(d)(2) are satisfied).

(2) Information necessary for the resulting Section 403(b) contract, or any other contract to which contributions have been made by the Employer, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Code §72(p)(2) so that the loan is not a deemed distribution under Code §72(p)(1)).

14.05 **Plan-To-Plan Transfers.** Subject to the terms governing the applicable Investment Arrangement, the Plan Administrator may, but is not required to, permit plan-to-plan transfers. The Plan Administrator may decide in a separate policy whether the Plan accepts plan-to-plan transfers into the Plan and separately whether the Plan allows plan-to-plan transfers from the plan. Plan-to-plan transfers must satisfy the following conditions:

(a) In the case of a transfer for a Participant, the Participant is an Employee or former Employee of the Employer (or the business of the employer) for the receiving plan;

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(b) In the case of a transfer for a Beneficiary of a deceased Participant, the Participant was an Employee or former Employee of the Employer (or business of the Employer) for the receiving plan;

(c) The transferor plan provides for transfers;

(d) The receiving plan provides for the receipt of transfers;

(e) The Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the transfer;

(f) The receiving plan provides that, to the extent any amount transferred is subject to any distribution restrictions under Treas. Reg. §1.403(b)-6, the receiving plan imposes restrictions on distributions to the participant or beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan; and

(g) If a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the Plan.

14.06 **Transfers to purchase permissive service credits.** The Plan Administrator may, but is not required to, permit transfers to purchase service credits as provided under this Section.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code §414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Accumulated Benefit transferred to the defined benefit governmental plan. A transfer may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made only if the transfer is either for the purchase of permissive service credits (as defined in Code §415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code §415 does not apply by reason of Code §415(k)(3).

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SECTION 15
MISCELLANEOUS

15.01 **Exclusive Benefit.** Except as provided under Section 15.02, no part of the Plan assets may revert to the Employer prior to the satisfaction of all liabilities under the Plan nor will such Plan assets be used for, or diverted to, a purpose other than the exclusive benefit of Participants or their Beneficiaries.

No amendment may authorize or permit any portion of the assets held under the Plan to be used for or diverted to a purpose other than the exclusive benefit of Participants or their Beneficiaries, except to the extent such assets are used to pay taxes or administrative expenses of the Plan. An amendment also may not cause or permit any portion of the assets held under the Plan to revert to or become property of the Employer.

15.02 **Return of Contributions.** Upon written request by the Plan Administrator, the Custodian/Insurance Company must return any Plan contributions (adjusted for any income or loss in value, if any) made because of a mistake of fact within one year of the contribution.

15.03 **General Compliance with Code §403(b).**

(a) A Participant may not transfer his interest in the Plan, except as allowed by IRS regulations and approved by the Plan Administrator.

(b) A Participant may not make Salary Deferrals under the Plan and all other plans, contracts or arrangements maintained by the Employer in any calendar year which exceeds the dollar limitation in effect under Code §402(g)(1).

(c) Distributions of a Participant's benefits from the Plan shall begin no later than the Participant's required beginning date under Code §401(a)(9) and all payments shall satisfy the minimum distribution and incidental death benefit requirements of Code §401(a)(9).

(d) In form and in operation, the Plan shall satisfy the direct rollover rules under Code §§403(b)(10) and 401(a)(31).

(e) In form and in operation, the Plan shall satisfy the nondiscrimination requirements of Code §403(b)(12), if applicable.

15.04 **Alienation or Assignment.** Except as permitted under applicable statute or regulation, a Participant or Beneficiary may not assign, alienate, transfer or sell any right or claim to a benefit or distribution from the Plan, and any attempt to assign, alienate, transfer or sell such a right or claim shall be void, except as permitted by statute or regulation. Any such right or claim under the Plan shall not be subject to attachment, execution, garnishment, sequestration, or other legal or equitable process. This prohibition against alienation or assignment also applies to the creation, assignment, or recognition of a right to a benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a QDRO pursuant to Section 11.08, or any domestic relations order entered before January 1, 1985.

This Section 15.04 shall not preclude the following:

(a) The enforcement of a Federal tax levy made pursuant to Code §6331.

(b) The collection by the United States on a judgment resulting from an unpaid tax assessment.

(c) Any arrangement for the recovery by the plan of overpayments of benefits previously made to a participant.

This Section 15.04 shall not apply to an offset of a Participant's benefits as a result of a judgment of conviction for a crime involving the Plan.

15.05 **Participants' Rights.** The adoption of this Plan by the Employer does not give any Participant, Beneficiary, or Employee a right to continued employment with the Employer and does not affect the Employer's right to discharge an Employee or Participant at any time. This Plan also does not create any legal or equitable rights in favor of any Participant, Beneficiary, or Employee against the Employer or Plan Administrator. Unless the context indicates otherwise, any amendment to this Plan is not applicable to determine the benefits accrued (and the extent to which such benefits are vested) by a Participant or former Employee whose employment terminated before the effective date of such amendment, except where application of such amendment to the terminated Participant or former Employee is required by statute, regulation or other guidance of general applicability. Where the provisions of the Plan are ambiguous as to the application of an amendment to a terminated Participant or former Employee, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

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15.06 **Military Service.** To the extent required under Code §414(u), an Employee who returns to employment with the Employer following a period of qualified military service will receive any contributions, benefits and service credit required under Code §414(u), provided the Employee satisfies all applicable requirements under the Code and regulations. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

The Employer may, for benefit accrual purposes, treat an individual who dies or becomes disabled while performing qualified military service as if that individual had resumed employment in accordance with USERRA reemployment rights on the day preceding the death or disability and then terminated employment on the actual date of death or disability.

15.07 **Annuity Contracts.** Any annuity contract distributed under the Plan must be nontransferable. In addition, the terms of any annuity contract purchased and distributed to a Participant or to a Participant's Spouse must comply with all requirements under this Plan.

15.08 **IRS Levy.** The Plan Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

15.09 **Use of IRS compliance programs.** Nothing in this Plan document should be construed to limit the availability of the IRS' voluntary compliance programs, An Employer may take whatever corrective actions are permitted under the IRS voluntary compliance programs, as is deemed appropriate by the Plan Administrator or Employer.

15.10 **Governing Law.** The provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the State in which the Employer has its principal place of business.

15.11 **Waiver of Notice.** Any person entitled to a notice under the Plan may waive the right to receive such notice, to the extent such a waiver is not prohibited by law, regulation or other pronouncement.

15.12 **Use of Electronic Media.** The Plan Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to immediate distribution, as required by Section 8.04, may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally applicable guidance). The Plan Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, applying for Plan loans, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

15.13 **Severability of Provisions.** In the event that any provision of this Plan shall be held to be illegal, invalid or unenforceable for any reason, the remaining provisions under the Plan shall be construed as if the illegal, invalid or unenforceable provisions had never been included in the Plan.

15.14 **Binding Effect.** The Plan, and all actions and decisions made thereunder, shall be binding upon all applicable parties, and their heirs, executors, administrators, successors and assigns.

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SECTION 16
PARTICIPATING EMPLOYERS

16.01 **Participation by Participating Employers.** An Employer (other than the Employer that executes the Employer Signature Page of the Adoption Agreement) may elect to participate under this Plan by executing a Participating Employer Adoption Page under the Adoption Agreement. A Participating Employer (including a Related Employer) may not contribute to this Plan unless it executes the Participating Employer Adoption Page. If an unrelated Employer executes a Participating Employer Adoption Page, the Plan will be a Multiple Employer Plan (see Section 16.07 for special rules applicable to Multiple Employer Plans).

16.02 **Participating Employer Adoption Page.**

(a) **Application of Plan provisions.** By executing a Participating Employer Adoption Page, a Participating Employer adopts all the provisions of the Plan, including the elective choices made by the signatory Employer under the Adoption Agreement. The Participating Employer may elect under the Participating Employer Adoption Page to modify the elective provisions under the Adoption Agreement as they apply to the Participating Employer.

(b) **Plan amendments.** In addition, unless provided otherwise under the Participating Employer Adoption Page, a Participating Employer is bound by any amendments made to the Plan in accordance with Section 14.01.

(c) **Investment Arrangements.** The Participating Employer agrees to use the same Vendors of Investment Arrangements designated in Addendum B – Vendors of Investment Arrangements. The Participating Employer may add additional Vendors of Investment Arrangements under Addendum B.

16.03 **Compensation of Related Employers.** In applying the provisions of this Plan, Total Compensation includes amounts earned with a Related Employer, regardless of whether such Related Employer executes a Participating Employer Adoption Page. The Employer may elect under AA §5-3(h) to exclude amounts earned with a Related Employer that does not execute a Participating Employer Adoption Page for purposes of determining an Employee's Plan Compensation.

16.04 **Allocation of Contributions and Forfeitures.** Unless selected otherwise under the Participating Employer Adoption Page, any contributions made by a Participating Employer (and any forfeitures relating to such contributions) will be allocated to all Participants employed by the Employer and Participating Employers in accordance with the provisions under this Plan. A Participating Employer may elect under the Participating Employer Adoption Page to allocate its contributions (and forfeitures relating to such contributions) only to the Participants employed by the Participating Employer making such contributions. If so elected, Employees of the Participating Employer will not share in an allocation of contributions (or forfeitures relating to such contributions) made by any other Participating Employer (except in such individual's capacity as an Employee of that other Participating Employer). Thus, for example, a Participating Employer may make a different discretionary contribution and allocate such contribution only to its Employees. Where contributions are allocated only to the Employees of a contributing Participating Employer, a separate accounting must be maintained of Employees' Account Balances attributable to the contributions of a particular Participating Employer. This separate accounting is necessary only for contributions that are not 100% vested, so that the allocation of forfeitures attributable to such contributions can be allocated for the benefit of the appropriate Employees. An election to allocate contributions and forfeitures only to the Participants employed by the Participating Employer making such contributions will preclude the Plan from satisfying the nondiscrimination safe harbor rules under Treas. Reg. §1.401(a)(4)-2 and may require additional nondiscrimination testing. (See Section 16.07 for special coverage and nondiscrimination testing requirements applicable to Multiple Employer Plans.)

16.05 **Discontinuance of Participation by a Participating Employer.** A Participating Employer may discontinue its participation under the Plan at any time. To document a Participating Employer's cessation of participation, the following procedures should be followed: (1) the Participating Employer should adopt a resolution that formally terminates active participation in the Plan as of a specified date, (2) the Employer that has executed the Employer Signature Page of the Adoption Agreement should re-execute such page, indicating an amendment by page substitution through the deletion of the Participating Employer Adoption Page executed by the withdrawing Participating Employer, and (3) the withdrawing Participating Employer should provide any notices to its Employees that are required by law. Discontinuance of participation means that no further benefits accrue after the effective date of such discontinuance with respect to employment with the withdrawing Participating Employer. The portion of the Plan attributable to the withdrawing Participating Employer may continue as a separate plan, under which benefits may continue to accrue, through the adoption by the Participating Employer of a successor plan (which may be created through the execution of a separate Adoption Agreement by the Participating Employer) or by spin-off of the portion of the Plan attributable to such Participating Employer followed by a merger or transfer into another existing plan, as specified in a merger or transfer agreement.

16.06 **Operational Rules for Related Employer Groups.** If an Employer has one or more Related Employers, the Employer and such Related Employer(s) constitute a Related Employer group. In such case, the following rules apply to the operation of the Plan.

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(a) If the term "Employer" is used in the context of administrative functions necessary to the operation, establishment, maintenance, or termination of the Plan, only the Employer executing the Employer Signature Page under the Adoption Agreement, and any Related Employer executing a Participating Employer Adoption Page, is treated as the Employer.

(b) Hours of Service are determined by treating all members of the Related Employer group as the Employer.

(c) The term Excluded Employee is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(d) Compensation is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(e) An Employee is not treated as terminated from employment if the Employee is employed by any member of the Related Employer group.

(f) The Code §415 Limitation described in Section 5.03 is applied by treating all members of the Related Employer group as the Employer.

In all other contexts, the term "Employer" generally means a reference to all members of the Related Employer group, unless the context requires otherwise. If the terms of the Plan are ambiguous with respect to the treatment of the Related Employer group as the Employer, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

16.07 **Special rules for Multiple Employer Plans.** If an Employer (other than a Related Employer) executes a Participating Employer Adoption Page under the Adoption Agreement, the Plan is treated as a Multiple Employer Plan. If the Plan is a Multiple Employer Plan, the following rules apply.

(a) **Eligibility requirements.** If the Plan is a Multiple Employer Plan, the eligibility rules under Section 2 are applied as if the Employees of all Employers participating in the Multiple Employer Plan are employed by a single Employer.

(b) **Vesting rules.** If the Plan is a Multiple Employer Plan, the vesting rules under Section 7 are applied as if the Employees of all Employers participating in the Multiple Employer Plan are employed by a single Employer.

(c) **Code §415 Limit.** If the Employer is a Multiple Employer Plan, the Code §415 Limit under Section 5.03 is applied as if the Employees of all Employers participating in the Multiple Employer Plan are employed by a single Employer. Thus, if a Participant receives contributions from more than one Employer within the Multiple Employer Plan, such contributions must be aggregated for purposes of applying the Code §415 Limit. For this purpose, Total Compensation from all participating Employers may be considered in applying the Code §415 Limit.

(d) **Other rules applicable to Multiple Employer Plans.** To the extent not addressed in this Section 16.07, rules similar to the rules under Code §413(c) and applicable regulations will apply to a Multiple Employer Plan.

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APPENDIX A
ACTUARIAL FACTORS
(For use with age-based allocation formula)

Actuarial Factor Table. The following table sets forth Actuarial Factors based on a testing age of 65, an interest rate of 8.5% and a UP-1984 mortality table. The Actuarial Factors in this table must be modified if the Employer uses a testing age other than age 65 or selects a different interest rate or mortality table under AA §6-3(f). To determine a Participant's Actuarial Factor, use the factor corresponding to the number of years to the Participant's testing age. The number of years to the testing age is determined by counting the number of years from the last day of the current Plan Year to the last day of the Plan Year in which the Participant reaches the testing age. If the Participant has reached the testing age as of the last day of the current Plan Year, the number of years is 0 for that year and all subsequent years.

Years to Testing Age	Actuarial Factor		Years to Testing Age	Actuarial Factor
0	0.07949		25	0.01034
1	0.07326		26	0.00953
2	0.06752		27	0.00878
3	0.06223		28	0.00810
4	0.05736		29	0.00746
5	0.05286		30	0.00688
6	0.04872		31	0.00634
7	0.04490		32	0.00584
8	0.04139		33	0.00538
9	0.03814		34	0.00496
10	0.03516		35	0.00457
11	0.03240		36	0.00422
12	0.02986		37	0.00389
13	0.02752		38	0.00358
14	0.02537		39	0.00330
15	0.02338		40	0.00304
16	0.02155		41	0.00280
17	0.01986		42	0.00258
18	0.01831		43	0.00238
19	0.01687		44	0.00219
20	0.01555		45	0.00202
21	0.01433		46	0.00186
22	0.01321		47	0.00172
23	0.01217		48	0.00158
24	0.01122		49	0.00146

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APPENDIX B
INTERIM AMENDMENT #1

ARTICLE I
PURPOSE OF APPENDIX B

B-1.01 **Adoption by Pre-Approved Plan Sponsor.** Pursuant to Revenue Procedure 2013-22 and Section 14.01(a) of the Plan, the Plan is being amended by the Pre-Approved Plan Sponsor on behalf of all adopting Employers. This interim amendment is intended to qualify as a good-faith amendment to document the Plan's compliance with the plan qualification requirements under IRS guidance. A copy of this amendment will be provided to all adopting Employers of the Pre-Approved Plan and made a part of their Plans.

B-1.02 **Application.** This Appendix B supersedes any contrary provisions under the Plan. However, this amendment does not replace any prior amendments that were adopted to comply with applicable requirements. Thus, the date of adoption of any prior amendments will continue to control in determining the date as of which such amendments were first adopted.

ARTICLE II
AMENDMENTS RELATING TO REQUIRED MINIMUM DISTRIBUTION REQUIREMENTS

B-2.01 **Application of the Minimum Distribution Requirements of Code §401(a)(9).** As set forth in Section 8.11 of the Plan, the Plan shall comply with the minimum distribution requirements of Code §401(a)(9) and the regulations thereunder as applicable to Code §403(b) plans. These requirements are incorporated by reference into the Plan, with the general rules set forth in Sections B-2.02 – B-2.07 below. Subject to the terms of the applicable Investment Arrangements, the Plan Administrator shall ensure that the Plan conforms with the minimum distribution requirements, including the final regulations under Treas. Reg. §1.401(a)(9)-6 relating to the purchase of Qualifying Longevity Annuity Contracts. The Plan Administrator may adopt appropriate administrative procedures, consistent with the provisions of the applicable Investment Arrangements, to assist in compliance with the minimum distribution requirements of Code §401(a)(9) and the regulations thereunder as applicable to Code §403(b) plans. In the event of any conflict between the terms of the Plan and the terms of any associated Investment Arrangement, the terms of the Plan shall govern.

B-2.02 **General Rules Regarding Minimum Distribution Requirements.** Unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, the Plan shall comply with the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code and the regulations thereunder in accordance with Sections B-2.03 through B-2.07. The distribution requirements in Sections B-2.03 through B-2.07 generally apply to a Participant's entire Accumulated Benefit. However, these requirements do not apply to the undistributed portion of a Participant's Accumulated Benefit valued as of December 31, 1986, exclusive of subsequent earnings (the pre-'87 account balance), provided that the applicable requirements of §1.401(a)(9)-6(e)(6) of the Treasury Regulations are satisfied. In this case, a Participant's pre-'87 account balance shall be distributed in accordance with the incidental benefit requirements of §1.401-1(b)(1)(i) of the Treasury Regulations. To the extent permitted under §1.403(b)-6(e)(7), a Participant's Investment Arrangement(s) under the Plan, or under the Plan and other §403(b) plans in which the Participant participates as an Employee, may be aggregated and the minimum distribution requirements satisfied by distribution from any one or more of the Investment Arrangements.

B-2.03 **Required Minimum Distributions.** Distribution of the Participant's Accumulated Benefit will begin no later than the first day of April following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires from employment (the "required beginning date") over (1) the life of the Participant, (2) the lives of the Participant and Beneficiary, or (3) a period certain not extending beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and Beneficiary. However, distributions to a 5-percent owner (if applicable) must commence by April 1 of the calendar year following the calendar year in which the owner attains age 70½.

(a) If the Participant's Accumulated Benefit is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Participant attains age 70 ½ or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Accumulated Benefit, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of §1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of his or her birthday in the Distribution Calendar Year. However, if the Participant's sole Beneficiary is his or her surviving Spouse and such Spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of §1.401(a)(9)-9, using the ages as of the Participant's and Spouse's birthdays in the year of the Spouse's death.

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(b) If the Participant's Accumulated Benefit is distributed as an annuity, the distribution periods described in paragraph (a) above cannot exceed the periods specified in §1.401(a)(9)-6 of the Treasury Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6.

(c) The required minimum distribution for the year the Participant attains age 70 ½ or retires (or first required annuity payment) can be made as late as the required beginning date. The required minimum distribution (or required annuity payment) for any other year, including the year that contains the required beginning date, must be made by the end of such year.

B-2.04 **Death On or After Required Beginning Date or Date Required Annuity Payments Begin.** If the Participant's Accumulated Benefit is distributed as an annuity and the Participant dies on or after required payments begin, the remaining portion of the Participant's interest will continue to be distributed under the contract option chosen. If the Participant's Accumulated Benefit is not distributed as an annuity and the Participant dies on or after the required beginning date, the remaining portion of the Participant's interest will be distributed at least as rapidly as follows:

(a) If the Beneficiary is someone other than the Participant's surviving Spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Participant's death, or over the period described in paragraph (c) below if longer.

(b) If the Participant's sole Beneficiary is the Participant's surviving Spouse, the remaining interest will be distributed over the Spouse's life or over the period described in paragraph (c) below if longer. Any interest remaining after the Spouse's death will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death, or, if the distributions are being made over the period described in paragraph (c) below, over such period.

(c) If there is no Beneficiary, or if applicable by operation of paragraph (a) or (b) above, the remaining interest will be distributed over the Participant's remaining life expectancy determined in the year of the Participant's death.

(d) The amount to be distributed each year under paragraph (a), (b) or (c), beginning with the calendar year following the calendar year of the Participant's death, is the quotient obtained by dividing the value of the Accumulated Benefit as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving Spouse as the sole Beneficiary, the Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in paragraph (a), (b) or (c) and reduced by 1 for each subsequent year.

B-2.05 **Death Before Required Beginning Date or Date Required Annuity Payments Begin.** If the Participant dies before the required beginning date (or the date required payments begin, in the case of an annuity), his or her entire interest will be distributed at least as rapidly as follows:

(a) If the Beneficiary is someone other than the Participant's surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (c) below.

(b) If the Participant's Beneficiary is the Participant's surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over the Spouse's life, or, if elected, in accordance with paragraph (c) below. If the surviving Spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the Spouse's death, over the Spouse's Beneficiary's remaining life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the death of the Spouse, or, if elected, will be distributed in accordance with paragraph (c) below. If the surviving Spouse dies after distributions are required to begin, any remaining interest will be distributed under the contract option chosen, in the case of an annuity, or over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death.

(c) If there is no Beneficiary, or if applicable by operation of paragraph (a) or (b) above, the entire interest, to the extent required by regulations, will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required

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to begin under paragraph (b) above).

B-2.06 Except in the case of a distribution as an annuity, the amount to be distributed each year under paragraph B-2.05(a) or B-2.05(b) is the quotient obtained by dividing the value of the account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving Spouse as the designated Beneficiary, the Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section B-2.05(a) or B-2.05(b) and reduced by 1 for each subsequent year. The "value" of the Accumulated Benefit or the "interest" in the annuity includes the amount of any outstanding rollover and transfer and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits, to the extent required under applicable regulations.

B-2.07 For purposes of Sections B-2.04 and B-2.05 above, required annuity payments are considered to begin on the Participant's required beginning date or, if applicable, on the date distributions are required to begin to the surviving Spouse under Section B-2.05(b) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Contract meeting the requirements of §1.401(a)(9)-6 of the Treasury Regulations, then required annuity payments are considered to begin on the annuity starting date.

ARTICLE III
AMENDMENTS RELATING TO DISASTER RELIEF

B-3.01 **Relief for Victims of Certain Qualified Natural Disasters.** Notwithstanding other provisions of the Plan, the Employer may operate the Plan to provide relief from certain qualification rules relating to hardship distributions and loans for Participants who are victims of certain Qualified Natural Disasters, as set forth under applicable IRS or legislative guidance.

B-3.02 **Qualified Natural Disasters.** For purposes of this section, Qualified Natural Disasters include:

(a) Louisiana storms, as provided under IRS Announcement 2016-30.

(b) Hurricane Matthew, as provided under IRS Announcement 2016-36.

(c) Hurricane Harvey, as provided under IRS Announcement 2017-11.

(d) Hurricane Irma, as provided under IRS Announcement 2017-13.

(e) Hurricane Maria and the California Wildfires, as provided under IRS Announcement 2017-15.

(f) Any other natural disaster for which the IRS or Congress provides relief from certain qualification rules.

B-3.03 **General Rules.** If the Employer and the Plan Administrator make good-faith efforts to apply the Plan provisions in conformance with the relief provided under applicable guidance, the Plan will not be treated as failing to satisfy the requirements of the Code or regulations. In general, the following rules apply:

(a) In order to make a loan or distribution (including a hardship distribution), the Plan must provide for loans or distributions, as applicable.

(b) Participants (victims) for whom the relief is available are determined under the appropriate IRS or legislative guidance.

(c) The amount available for hardship distribution is limited to the maximum amount that would be available for a hardship distribution under the Plan. However, the relief provided applies to any hardship of the Participant and no post-distribution contribution restrictions apply.

(d) To qualify for relief under this section, a hardship distribution must be made on account of a hardship resulting from the applicable Qualified Natural Disaster and within the time frame provided under the applicable guidance relating to the Qualified Natural Disaster.

(e) The Plan will not be treated as failing to follow Plan procedural requirements for loans or distributions during the periods provided under guidance relating to the applicable Qualified Natural Disaster.

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APPENDIX C – INTERIM AMENDMENT #2

ARTICLE I
PURPOSE OF APPENDIX C

C-1.01 **Adoption by Pre-Approved Plan Sponsor.** Pursuant to Revenue Procedure 2013-22 and Section 14.01(a) of the Pre-Approved Plan, the Pre-Approved Plan is being amended by the Pre-Approved Plan Sponsor on behalf of all adopting Employers. This interim amendment is intended to qualify as a good-faith amendment to document the Pre-Approved Plan's compliance with the plan qualification requirements under IRS guidance. A copy of this amendment will be provided to all adopting Employers of the Pre-Approved Plan and made a part of their Plans.

C-1.02 **Application.** This interim amendment supersedes any contrary provisions under the Pre-Approved Plan. No signature is required by the Employer to adopt this interim amendment. This interim amendment applies to the signatory Employer and any other adopting Employers of the Pre-Approved Plan.

ARTICLE II
AMENDMENT RELATING TO THE EXTENDED ROLLOVER PERIOD FOR PLAN LOAN OFFSET AMOUNTS AND ACCEPTANCE OF ROLLOVER CONTRIBUTIONS

C-2.01 **Rollovers of Qualified Plan Loan Offset Amounts.** Pursuant to §13613 of the Tax Cuts and Jobs Act of 2017, notwithstanding any other provisions of the Plan, the period during which a Qualified Plan Loan Offset Amount may be contributed to the Plan as a Rollover Contribution is extended from 60 days after the date of the offset to the due date (including extensions) for filing the individual's Federal income tax return for the taxable year in which the Plan loan offset occurs.

(a) **Effective date.** This Section C-2.01 is effective for Qualified Plan Loan Offset Amounts distributed in taxable years beginning after December 31, 2017.

(b) **Definition of Qualified Plan Loan Offset Amount.** For purposes of this Section C-2.01, a Qualified Plan Loan Offset Amount is a Plan loan offset amount that is treated as distributed from a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in Code §403(b), or a governmental plan under Code §457(b) solely by reason of termination of the Plan or failure to meet the repayment terms of the loan because of Severance from Employment.

C-2.02 **Acceptance of Rollover Contributions.** Notwithstanding any other provision of the Plan, the Plan Administrator may accept any Rollover Contribution that satisfies the requirements including the time period to make Rollover Contributions, under Code §402(c) and applicable IRS regulations and other guidance. Thus, for example, the Plan Administrator may accept a Rollover Contribution as provided under Revenue Procedure 2016-47 relating to the waiver of the 60-day rollover period and acceptable self-certification by an Employee.

ARTICLE III
AMENDMENT RELATING TO SPECIAL DISASTER-RELATED RULES

C-3.01 **In General.** This Article III incorporates the provisions of Section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, Section 11028 of the Tax Cuts and Jobs Act of 2017, and Section 20102 of the Bipartisan Budget Act of 2018 relating to special disaster-related rules for retirement plans. The provisions of this Article III will apply only to the extent a distribution or loan has been made to a qualified individual as provided under the applicable law. If the Plan does not operationally apply the rules under this Article III, such provisions do not apply to the Plan. To the extent this Article III applies to the Plan, the provisions of this Article III supersede any inconsistent provisions of the Plan or loan program.

C-3.02 **Tax-favored Withdrawals from the Plan.**

(a) **Eligibility for Qualified Disaster Distribution.** A qualified individual (as determined under the appropriate provisions of the laws referenced in C-3.01 above) may take a Qualified Disaster Distribution without regard to any distribution restrictions otherwise applicable under the Plan.

(1) **Definition of Qualified Disaster Distribution.** A Qualified Disaster Distribution is a distribution within the applicable time periods to a qualified individual as described in Section 502(a) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, Section 11028(b)(1) of the Tax Cuts and Jobs Act of 2017, and Section 20102(b)(1) of the Bipartisan Budget Act of 2018.

(2) **Limit on amount of Qualified Disaster Distributions.** The aggregate amount of Qualified Disaster Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any

member of a controlled group which includes the Employer) may not exceed the excess (if any) of $100,000, over the aggregate amounts treated as Qualified Disaster Distributions (under the applicable relief law) received by such individual for all prior taxable years.

(b) **Repayment of Qualified Disaster Distribution.** A Participant who received a Qualified Disaster Distribution from the Plan or another eligible retirement plan (as defined in Code §402(c)(8)(B)) may, at any time during the 3-year period beginning on the day after the receipt of such distribution, make one or more rollover contributions to the Plan in an aggregate amount that does not exceed the amount of such Qualified Disaster Distribution. This subsection (b) only applies if the Plan permits rollover contributions.

(c) **Recontributions of Withdrawals for Home Purchases.** As provided under Section 502(b) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(b) of the Bipartisan Budget Act of 2018, a Participant who received a qualified distribution to purchase a home, but does not purchase the home due to the disaster may, under the applicable law, make one or more rollover contributions to the Plan during the applicable period in an aggregate amount not to exceed the amount of such qualified distribution. This subsection (c) only applies if the Plan permits rollover contributions.

(d) **Special Loan Rules.** As provided under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018, the Plan Administrator is authorized (but not required) to revise the applicable loan requirements under the Plan to reflect (1) and (2) below.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for qualified individuals during the applicable periods (as provided for under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018), the loan limit under Code §72(p)(2)(A) shall be applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A) (ii) may be applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance."

(2) **Delayed loan repayment date.** If a qualified individual has an outstanding Participant loan on or after the qualified beginning date (as provided under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018), and the due date for repayment of such loan occurs during the applicable period beginning on the qualified beginning date (as described under the applicable disaster relief law):

(i) the due date for repayment of the Participant loan shall be delayed for 1 year;

(ii) any subsequent repayments with respect to such loan shall be appropriately adjusted to reflect the delay in the due date under subsection (i) and any interest accruing during such delay; and

(iii) in determining the 5-year period and the term of the loan under Code §72(p)(2)(B) and (C), the 1-year delay period described in subsection (i) shall be disregarded.

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Coversheet

2019-2020 Employee Handbook

Section:	II. CONSENT ITEMS
Item:	I. 2019-2020 Employee Handbook
Purpose:	Vote
Submitted by:	
Related Material:	TEACH Employee Handbook 19-20 DRAFT.docx TEACH Employee Handbook 19-20 DRAFT.pdf



TEACH, INC.

DBA

TEACH PUBLIC SCHOOLS

TEACH PREP ELEMENTARY SCHOOL

TEACH ACADEMY OF TECHNOLOGIES

TEACH TECH CHARTER HIGH SCHOOL

Employee Handbook
2019~~8~~-2020~~19~~

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SECTION 1 – WELCOME

Welcome to TEACH Public Schools!

We are happy to have you join us at TEACH Public Schools. We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of TEACH, Inc., a California Nonprofit Public Benefit Corporation and its individual charter schools (hereinafter referred to as "TEACH" or the "School") personnel policies and procedures, and your benefits as a TEACH employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No TEACH guideline, practice, manual or rule may alter the "at-will" status of your relationship with TEACH.

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In order to retain necessary flexibility in the administration of its policies, procedures and benefits, TEACH reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever TEACH determines that such action is warranted. For these reasons, we urge you to check with the Assistant Superintendent of Human Resources to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and wish you great success and fulfillment at TEACH.

Sincerely

Mildred S. Cunningham

CEO/President/Executive Director

TEACH Public Schools

SECTION 2 – GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at TEACH. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Assistant Superintendent of Human Resources. You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other TEACH document confers any contractual right, either express or implied, to remain in TEACH' employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by TEACH or you may resign for any reason at any time.

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No supervisor or other representative of TEACH except the Superintendent, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside TEACH, other than to individuals affiliated with TEACH whose knowledge of the information is required in the normal course of business.

EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

TEACH is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity, color, religious creed, including religious dress and grooming practices, gender, gender identity, gender expression, color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), genetic information, or any other characteristic or condition protected by applicable law. Also in accordance with applicable law, the School prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, TEACH prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the School.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Assistant Superintendent of Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

HARASSMENT

It is the policy of TEACH to ensure equal employment opportunity without discrimination or harassment on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status,

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immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

TEACH prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator, or other employee, including unpaid interns and volunteers of TEACH to harass, discriminate against or engage in abusive conduct towards other students, teachers, administrators, (including unpaid interns and volunteers) or other employees or anyone associated with TEACH through conduct or communication. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to TEACH (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

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The term employee includes teachers, classified staff, administrators, unpaid interns and volunteers.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms “discrimination” and “harassment” includes all unwelcome conduct that comprises:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding company functions in inappropriate venues, such as a strip-club, sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy

- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual natures, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
  - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

What is abusive conduct/workplace bullying?

- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
  - Use of derogatory remarks, insults and/or epithets
  - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Malice is defined as conduct which is "intended by the perpetrator to cause injury to the victim or despicable conduct which is carried on by the perpetrator with a willful and conscious disregard of the rights or safety of others." (Calif Civil Code §3294(c)(1))

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Responsibility

All TEACH employees have a responsibility for keeping our work environment free of harassment, discrimination and abusive conduct.

Reporting

TEACH encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, or Assistant Superintendent of Human Resources. In addition, TEACH encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. TEACH recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. TEACH is serious about enforcing its policy against harassment; however, TEACH cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to TEACH's attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment, discrimination or abusive conduct will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature

and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor or Assistant Superintendent of Human Resources or Chief Operating Officer. TEACH encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination, abusive conduct or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

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Misconduct constituting harassment, discrimination, abusive conduct, or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as TEACH believes appropriate under the circumstances. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. TEACH will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the Assistant Superintendent of Human Resources or Chief Operating Officer. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected

characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of TEACH prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing ("DFEH") or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and TEACH will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, TEACH may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

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This is called "employment at will," and no one other than the Executive Director of TEACH, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Superintendent. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict TEACH's right to terminate at-will.

OPEN COMMUNICATION POLICY

We want to hear from you. TEACH strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. TEACH is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Assistant Superintendent of Human Resources. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. TEACH will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law.

LACTATION ACCOMMODATION POLICY

TEACH provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The school will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the Assistant Superintendent of Human Resources. The school reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should complete an accommodation request form and contact the Assistant Superintendent of Human Resources to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

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Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to Human Resources or the School Leader. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at TEACH and will be handled in accordance with TEACH's policy on discrimination and harassment.

PUBLIC RELATIONS

The success of a charter school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of TEACH and its interest in our school will be formed in part, by TEACH employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, TEACH and our school's services.

Below are several things employees can do to help leave people with a good impression of TEACH.

These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times

- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

WHISTLEBLOWER POLICY

TEACH is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of TEACH policy, specifically the policies contained in TEACH's Employee Handbook.

An employee who wishes to report a suspected violation of law or TEACH policy may do so confidentially by contacting the TEACH Public School Board of Directors.

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TEACH expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of TEACH. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Chief Operating Officer and Assistant Superintendent of Human Resources. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Chief Operating Officer or Assistant Superintendent of Human Resources.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Assistant Superintendent and a member of TEACH management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

SECTION 3 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

An "employee" of TEACH is a person who regularly works for TEACH on a wage or salary basis. "Employees" may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons.

Exempt

Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

Non-Exempt

Employees whose positions do not meet specific criteria established by state and federal law and who are paid time and one-half the employee's regular rate of pay for hours worked in excess of 8 hours in any one workday or 40 hours in any one workweek.

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Regular Full-Time

Employees who are regularly scheduled to work 30 or more hours per week are generally eligible for the TEACH's benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Part-Time

Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for TEACH's benefit package.

Temporary (Full-Time or Part-Time)

Those whose performance is being evaluated to determine whether further employment in a specific position or with TEACH is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of TEACH's benefit programs. Temporary employees scheduled to work more than 30 hours per week on a regular basis may be entitled to the school's benefit package.

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Assistant Superintendent of Human Resources or your supervisor will assign

your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Assistant Superintendent of Human Resources.

TEACH reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has written approval from the Assistant Superintendent of Human Resources to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

Exempt Employees:

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The normal working hours for instructional employees at the school sites are from 7:00 a.m. to 5:00 p.m. with two ten (10) minute rest breaks and a thirty (30) minute meal break. Instructional Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, evening and Saturday family workshops or special meetings.

The Assistant Superintendent of Human Resources must approve any exceptions to the regular work schedule for instructional employees.

Non-Exempt Employees:

The Principal and Assistant Superintendent of Human Resources will determine the normal working hours for non-Exempt employees. Nonexempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime pay as required by law. Non-Exempt employees work year-round.

Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

TEACH's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

SCHOOL HOLIDAYS

The School observes 12 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Cesar Chavez Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

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Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed below. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Assistant Superintendent of Human Resources. The employee may use paid vacation (or PTO) if the employee has unused paid time off available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence

- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved vacation

ACADEMIC FREEDOM

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

ATTENDANCE/PUNCTUALITY

The presence or absence of each employee is of critical importance to the successful operation of the TEACH. Regular attendance and punctuality are considered an essential function of each position. Therefore, TEACH expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day.

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TIME RECORDS (NON-EXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system "TimeClock Plus" on a daily basis. Each time record must show the exact time work began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked; working off the clock is prohibited.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Assistant Superintendent of Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

OFF THE CLOCK WORK

TEACH prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination

Meal Periods

Nonexempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Assistant Superintendent and complete a "Meal Period Waiver" form.

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If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the Assistant Superintendent and complete a "Second Meal Period Waiver" form.

Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed meal period on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

PAYDAYS

The designated pay period for all employees is semi-monthly. The first pay period of the month extends from the first (1st) day of the month through the fifteenth (15th) day of the month. The second pay period of the month extends from the sixteenth (16th) of the month through the last day of the month.

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Paychecks are distributed on the fifteenth (15th) day of the month for the first pay period and on the last day of the month for the second pay period. Except as otherwise provided, if any date of paycheck distribution falls on a Saturday, Sunday or holiday, employees shall be paid on the preceding scheduled workday.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

PAYROLL WITHHOLDINGS

TEACH is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty or PERS) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, TEACH must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions TEACH will work in good faith to resolve errors as soon as possible. The employee should notify the Assistant

Superintendent of Human Resources of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Assistant Superintendent of Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Assistant Superintendent of Human Resources.

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SECTION 4 – CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

TEACH employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also completed the form if they have not completed an I-9 with TEACH within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, transcripts, and test scores each fall prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the School with verification of renewals. Failure to provide these updated documents to the school may result in suspension without pay until such time as the necessary documentation has been provided.

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If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, TEACH is required to remove you from the work schedule until you meet the requirements or renew your credential.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee’s responsibility to remain in compliance and ensure the school has a valid certificate on file.

CRIMINAL BACKGROUND CHECK

As a condition of employment, TEACH requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. TEACH will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. TEACH will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. TEACH shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

All fingerprint and background information must be completed and the results in the possession of TEACH before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

SUBSEQUENT ARREST NOTIFICATION SERVICE

All employees are subject to "Subsequent Arrest Notification Service" by the DOJ once they have been fingerprinted for TEACH. Any time an employee is arrested after his or her initial background clearance for the school, the DOJ will notify the school Superintendent and send the school the new CORI information. The Superintendent will evaluate the new information and determine whether it justifies suspension or termination of the individual's employment. At the discretion of the Superintendent he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Executive Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Executive Director is final.

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CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is TEACH's policy that all school employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

"Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and report the suspicions as required.

It is extremely important that TEACH employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

The Assistant Superintendent of Human Resources is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without TEACH's assistance, he or she is required to notify TEACH of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with TEACH.

FIRST-AID AND CPR TRAINING

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All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. TEACH will provide First Aid and CPR training for teachers, assistants and staff. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Assistant Superintendent of Human Resources.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Assistant Superintendent of Human Resources. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Assistant Superintendent of Human Resources about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

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SECTION 5 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

Supervisors will generally conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

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Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items TEACH considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what TEACH pays their employees in comparable positions (internal equity), and individual, as well as TEACH, performance. It is TEACH's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals as well as operational factors and budget conditions.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 6 – LEAVES

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT[1]

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

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1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;

2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";

3. the "serious health condition" of the employee;

4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or

[1] Employees may qualify for FMLA/CFRA Leave only if the School has 50 or more employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with Human Resources to determine whether you are eligible for FMLA/CFRA leave.

registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

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During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related

medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

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Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued vacation/sick or PTO for this leave.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (FMLA/CFRA). Unless otherwise mandated by law, employees on a leave of absence of more than 4 months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

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BEREAVEMENT LEAVE

TEACH provides full-time employees up to three days paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five days with prior approval from your supervisor.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

TIME OFF TO VOTE

The School will allow any nonexempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off.

SCHOOL ACTIVITIES LEAVE

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The School encourages employees to participate in the school activities of their child(ren). The leave is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in a licensed daycare, kindergarten or grades 1 through 12 may take time off to participate in the activities of the daycare or school;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing vacation or personal leave in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

This leave is unpaid but the employee may choose to use accrued vacation, or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

- A victim of a crime
- An immediate family member of a victim;
- A registered domestic partner of a victim; or
- The child of a registered domestic partner of a victim

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An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued vacation, sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE

If you are a victim of domestic violence, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.]

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

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The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 et seq. ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Assistant Superintendent of Human Resources regarding the need for military leave.

Please see the Assistant Superintendent of Human Resources for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

If you volunteer to donate an organ you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to two weeks of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

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You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

TEACH will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the school. Reasonable accommodation includes time off without pay and adjusting work hours. You may use accrued and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick, vacation and/or PTO.

CIVIL AIR PATROL LEAVE

TEACH provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the company.

To be eligible, employees must have been employed with the company for 90 days immediately preceding the commencement of leave. Additionally, the company may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

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Employees may use accrued, unused paid time off (including [vacation/personal leave]) for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of paid time off under this policy.

SECTION 7 – BENEFITS

VACATION

Full-time employees who work twelve (12) months a year are eligible for vacation pay. Vacation is a time for you to rest, relax and pursue special interests. Vacation begins to accrue from date of hire and is only available for use after earning vacation time. TEACH recognizes employees by providing increased vacation time based on the number of years of continuous service.

Years of Continuous Service	Annual Time Provided	Maximum Accrual Allowed
1 - 5 years	10 days	15 days
6 – 10 years	15 days	22.50 days
11 + years	20 days	30 days

Employees that work only during the academic year do not earn vacation pay/time.

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Every effort will be made to grant you your vacation at the time you desire. However, vacations should not interfere with TEACH's operation and, therefore, must be approved by Management at least thirty (30) days in advance. If a holiday occurs during your scheduled vacation, if eligible, you will receive holiday pay for that day, and you will not be charged for a vacation day on the day the holiday is observed.

The maximum accrual for vacation pay is one and one half (1.5) times your normal accrual rate. Once the maximum accrual has been reached, no further time will accrue until the employee has taken vacation time. Any accrued, unused vacation at termination will be paid out. Vacation pay is not considered "hours worked" when computing overtime.

Vacation time may not be "cashed out" in lieu of taking time off.

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

All employees (including part-time and temporary) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

Allotment

Eligible employees will be allotted PSL days as follows:

- On July 1 (and on each subsequent July 1), all eligible employees will be allotted six PSL days (48 hours) per calendar year (July 1-June 30).
- If an employee is hired mid-year, he or she will receive six PSL days (48 hours) on his or her first day of employment for use during the remainder of the employee's first calendar year of employment.

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PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following calendar year. Unused, accrued PSL carries over from year to year. However, the accrual of sick leave is capped at seventy-two (72) hours.

Limits on Use

Eligible employees may use PSL beginning on the 120th day of employment.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

~~Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.~~Credentialed teachers are eligible to cash-out unused PSL at the end of the school calendar year at a rate of $22 per hour.

Non-credentialed teachers and other non-teacher employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination or resignation. Teachers must complete the school year to be eligible for PSL cash-out program.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

Full-time employees (30+ hours per week average) are entitled to insurance benefits offered by TEACH on the first day of the calendar month following the completion of sixty (60) days of continuous service. Certificated full-time employees are eligible to participate on the first day of the calendar month following the commencement of employment. These insurance benefits will include medical, dental, vision and life. TEACH will contribute up to $350 a month towards insurance premiums for eligible non-exempt employees and up to 10% of annual salary towards insurance premiums for eligible exempt employees. Employees are required to contribute to any costs not covered by the employer contribution. If insurance premium rates increase, ~~TEACH pays for one hundred percent (100%) of the premiums for basic, employee-only insurance; and up to $100 a month per additional employee dependent coverage for non-exempt employees; and up to 10% of annual salary for exempt employee dependents per year.~~

~~If medical insurance premium rates increase, c~~employees are ~~may be~~ required to contribute to the cost of the increase to retain coverage if cost is over the employer contribution. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under TEACH's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at TEACH group rates plus an administration fee. TEACH or our carrier provides each eligible employee with a written

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notice describing rights granted under COBRA when the employee becomes eligible for coverage under "TEACH's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If you are a full time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

TEACH withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

STATE DISABILITY INSURANCE

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All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Assistant Superintendent of Human Resources.

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

403B

Eligible employees are entitled to participate in TEACH 403b plans. As of July 1, 2019 for participating exempt employees who contribute 1 percent to 5 percent of

their base monthly salary through salary reduction (tax-deferred contribution), TEACH will contribute an amount up to 2.5% employer contribution. TEACHS' contribution is 100% vested after three (3) years of employment. TEACH's 403b plans are administered through PlanConnect LLC. Additional information on TEACH's 403b plan may be requested via TEACH Public Schools Human Resources Department or PlanConnect LLC.

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SECTION 8 – EMPLOYEE COMMUNICATIONS

COMPUTER, EMAIL AND INTERNET POLICY

Every employee is responsible for using the TEACH's computer system, including, without limitation, its electronic mail (Email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Chief Operating Officer.

The computers that you use at work and the Email system are the property of TEACH and have been provided for use in conducting TEACH business. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are TEACH records and property of TEACH. The computer system is to be used for school purposes only. Employees may, however, use TEACH technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with TEACH business, and does not violate any TEACH policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

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No Expectation of Privacy

TEACH has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email sent and received by users. Further, TEACH may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of TEACH's computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from TEACH's computers is not assured. Use of passwords or other security measures does not in any way diminish TEACH's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to TEACH for any reason that TEACH, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages or files would not truly eliminate the messages from the system. All Email messages and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though TEACH has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of Chief Operating Officer.

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on TEACH letterhead. Because Email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in Email or computer files that would not reflect favorably on the employee or TEACH if disclosed in litigation or otherwise.

Offensive and Inappropriate Material

TEACH's policy against discrimination and harassment, sexual or otherwise, applies fully to TEACH's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in TEACH's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Assistant Superintendent of Human Resources.

TEACH may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by TEACH networks. Notwithstanding the foregoing, TEACH is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to TEACH's blocking software.

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Solicitations

TEACH's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Chief Operating Officer is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Chief Operating Officer.

Games and Entertainment Software

Employees may not use a TEACH Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to TEACH's "Confidential Information" policy, contained herein, for a general description of what TEACH deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

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Copyrights and Trademarks

TEACH's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Chief Operating Officer. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any TEACH-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of TEACH, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of TEACH."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless

they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to TEACH's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to TEACH's network.

Files obtained from sources outside TEACH including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage TEACH's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- TEACH sources, without first scanning the material with TEACH-approved virus checking software. If you suspect that a virus has been introduced into TEACH network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

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Amendment and Modification of this Policy

TEACH reserves the right to modify this policy at any time, with or without notice. TEACH may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

SOCIAL MEDIA POLICY

TEACH has adopted the following policy with regard to employees' behavior on social networking sites. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any school-related business or policy,

employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. TEACH encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention TEACH, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of TEACH. Unless given permission by the Chief Operating Officer, you are not authorized to speak on behalf of TEACH or to represent that you do so. If you are developing a site or writing a blog that will mention TEACH, as a courtesy to the organization, please let the Chief Operating Officer know in advance of publication. The Chief Operating Officer may choose to visit your blog or social networking site from time to time.

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You may not share information that is confidential and proprietary with regard to TEACH. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what TEACH considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with the Chief Operating Officer.

When writing a blog or participating in any other social networking site, employees should speak respectfully about TEACH and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization's reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by TEACH and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by TEACH for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create an unlawful hostile work environment. You can also be sued by TEACH's employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Chief Operating Officer.

Failure to comply with TEACH's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

TEACH attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the school. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

Laptop Computers

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Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:

- immediately report the incident to his/her immediate supervisor and Chief representative;
- obtain an official police report documenting the theft or loss; and
- provide a copy of the police report to his/her immediate supervisor or Superintendent

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

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LAPTOP COMPUTERS

Each full time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school-provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of TEACH. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to bring their laptop computers home with them each night. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the school. Employees are responsible for reimbursing the school for the cost of lost or damaged laptops when the loss or damage is due to a violation of this policy or the willful misconduct or negligence of the employee.

Employees acknowledge and understand that TEACH is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the school for regular maintenance.

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for TEACH while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

TELEPHONE CALLS AND TEXTING

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

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In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, TEACH has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by TEACH.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by TEACH employees is prohibited at all times in all working areas on school premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by TEACH.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the school. The site Principal must approve any postings prior to posting.

TEACH reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the school's business.

Employees are required to leave school premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on school premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from the site principal.

Definitions

School "premises": property owned, leased, operated, managed or controlled by the school, including buildings, parking lots, and play areas that the school has the right to use exclusively or in common with others, vehicles owned or operated by the school, and any location where school-sponsored activities are taking place, such as restaurants, banquet halls, athletic facilities, parks or other recreational facilities.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

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Work areas: all areas controlled by the school where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If you have a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If you have questions, talk with the site principal. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to the site principal.

NEPOTISM POLICY

TEACH permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of TEACH, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. TEACH will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. If in the opinion of TEACH, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The TEACH Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a BUILDING KEY DISBURSEMENT FORM upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Superintendent.

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The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time TEACH may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in TEACH's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) and personal belongings (i.e. brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for TEACH property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to TEACH. TEACH will generally try to obtain an employee's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

TEACH has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect TEACH or which occur on TEACH property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at TEACH or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on TEACH premises, regardless of the relationship between TEACH and the parties involved.

All threats or acts of violence occurring off TEACH premises involving someone who is acting in the capacity of a representative of TEACH.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy TEACH property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapon

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TEACH's prohibition against threats and acts of violence applies to all persons involved in TEACH's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on TEACH property. Violations of this policy by any individual on TEACH property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the Assistant Superintendent of Human Resources.

SECTION 9 – STANDARDS OF CONDUCT

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other TEACH staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff; during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, the Assistant Superintendent of Human Resources must grant prior approval.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- Skirts and dresses should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Jeans are not permitted
- Yoga pants, tights and jeggings are not permitted
- Appropriate shoes must be worn at all times.
- The Assistant Superintendent of Human Resources will be the final arbiter of what constitutes appropriate dress and attire.

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DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of TEACH that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question.

Boundaries Defined

For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member's perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

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Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Principal along with the rationale therefor.
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces

- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view

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- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors

- Pats on the shoulder or back
- Handshakes
- "High-fives" and hand slapping
- Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing

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- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

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This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Assistant Superintendent of Human Resources promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse / Sexual Abuse Reporting

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to the Principal occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

Investigating

The Assistant Superintendent of Human Resources will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Superintendent shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

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Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Superintendent.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records.

- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.

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- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without written authorization or refusing to work assigned overtime.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

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- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

Upon termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Assistant Superintendent of Human Resources so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

TEACH expects employees to devote their best efforts to the interests of our school. TEACH recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at TEACH or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with TEACH whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Assistant Superintendent of Human Resources to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

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If you are a full time employee we expect that you devote your full professional effort to your position at TEACH. If you wish to participate in outside work activities you are required to obtain written approval from the Assistant Superintendent of Human Resources prior to starting those activities. Approval will be granted unless the activity conflicts with TEACH's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at TEACH.
- Involve organizations that are doing or seek to do business with TEACH including actual or potential vendors.
- Violate provisions of law or TEACH policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to TEACH must be given priority. Full time employees are hired and continue employment with the understanding that TEACH is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

EXPENSE REIMBURSEMENT POLICY

TEACH expects employees to act responsibly and professionally when incurring and submitting expenses. The organization will reimburse employees for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips, telephone and fax charges, and purchases made on behalf of the organization.

TEACH does not pay for local travel to and from the office (regular commute). If employees use their vehicles for business travel, mileage will be reimbursed as per the IRS current mileage rates and for appropriate parking fees. **TEACH** will not be responsible for fuel, maintenance, traffic or parking violations.

General guidelines

- All reimbursements must receive pre approval from the site principal, and either the Superintendent of Chief Operating Officer via an Office Books purchase order.
- Original receipts are required for reimbursement of all expenses except for per diems.

These expenses include:

- Original boarding passes for airplane / train travel
- Credit card receipts
- Detailed merchant receipts

Receipts must be accompanied by a summary which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense

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Expense summaries must be submitted with receipts and approved by the Chief Operating Officer or Superintendent.

All expenses and summaries must be submitted within 30 days to the Chief Operating Officer or Superintendent for payment.

Travel guidelines

Employees are required to fly coach class with the lowest available airfare for non-stop travel.

If a car rental is required, employees are requested to rent mid-sized or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.

Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.

For work-related trips, employees will be eligible for reimbursement of actual expenses up to a maximum of $750 per day. Reimbursements will not be paid where other meal arrangements are provided. For example, a luncheon included with an event.

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials

- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses occurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Alcohol with meals

Any questions related to the content of this policy or its interpretation should be directed to the Chief Operating Officer.

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SECTION 10 – SAFETY

SUBSTANCE ABUSE POLICY

TEACH is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drug abuse have been established for all staff members, regardless of position, including both regular and temporary employees. The rules apply during working hours to all employees of TEACH while they are on school premises or elsewhere on TEACH business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on TEACH property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on TEACH property is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.

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So there is no question about what these rules signify, please note the following definitions:

- TEACH Property: All school owned or leased property used by employees.
- Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.
- Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- Illegal drug: Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
  - Any drug, including – but not limited to – a prescription drug, (including medically prescribed marijuana) used for any reason other than that prescribed by a physician.
  - Inhalants used illegally.
- Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the TEACH's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

- Working or reporting to work, conducting business or being on TEACH property while under the influence of an illegal drug or alcohol, or in an impaired condition.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground.

SECURITY

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All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the site Principal other employees or call 911. Report any suspicious persons or activities to the site Principal. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to the site principal.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on TEACH property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

TEACH cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on TEACH's premises, including the parking area, or away from school property while on school business TEACH employees are prohibited from using personal property for work-related purposes unless approved in advance by the site Principal.

SAFETY POLICY

TEACH is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Chief Operating Officer immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the Chief Operating Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Chief Operating Officer regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Assistant Superintendent of Human Resources.

TEACH has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

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ERGONOMICS

TEACH has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the site Principal.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your supervisor or Assistant Superintendent of Human Resources.

SECTION 11 – TERMINATION

VOLUNTARY TERMINATION

TEACH will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from TEACH; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to Supervisor and Assistant Superintendent of Human Resources for three consecutive work days. TEACH requests that employees provide at least two weeks written notice of a voluntary termination. All TEACH property must be returned immediately upon terminating employment. TEACH retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of TEACH's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, TEACH reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

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DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

TEACH reserves the right to terminate any employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with TEACH.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality;
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents;
- Falsifying or altering school records or student achievement data;
- Violating the school's equal opportunity or harassment policies;
- Unauthorized use of school property;
- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;

- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other TEACH record;
- Willfully or maliciously making false statements regarding any co-worker or TEACH, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating TEACH's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of TEACH property, or the property of TEACH's employees, students or anyone on TEACH property;
- Possessing weapons on TEACH's property at any time or while acting on behalf of TEACH;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any TEACH policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing TEACH, such as at a professional conference, or otherwise violating TEACH's Drug and Alcohol Policy;
- Engaging in criminal conduct whether or not related to job performance;
- Gross negligence leading to the endangerment or harm of a child or children;
- Excessive absenteeism;
- Willfully violating any safety, health, security, or school policy, rule, or procedure;
- Reduction in force or school closure.

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EXIT INTERVIEWS

All employees who leave employment at TEACH will be asked to take part in an exit interview with the Assistant Superintendent of Human Resources to communicate their challenges and growth while employed at TEACH. Information shared during an exit interview will be treated as confidential.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Assistant Superintendent of Human Resources. Only the Assistant Superintendent of Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, TEACH will disclose only the dates of employment and the title of the last position held. TEACH will verify or disclose additional information about the employee only if the employee provides written authorization for TEACH to provide the information. However, TEACH will provide information about current or former employees as required by law or court order. TEACH will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Assistant Superintendent of Human Resources.

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EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of TEACH's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding TEACH's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of TEACH's policies.

Just as I am free to terminate the employment relationship with TEACH at any time, TEACH, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and TEACH for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between TEACH and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with TEACH, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at will employment policy).

TEACH reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than TEACH Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print)_____

Employee Signature: _____

Date: _____

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TEACH, INC.

DBA

TEACH PUBLIC SCHOOLS

TEACH PREP ELEMENTARY SCHOOL

TEACH ACADEMY OF TECHNOLOGIES

TEACH TECH CHARTER HIGH SCHOOL

Employee Handbook 2019-2020

1846 W. Imperial Hwy
Los Angeles, CA 90047

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SECTION 1 – WELCOME

Welcome to TEACH Public Schools!

We are happy to have you join us at TEACH Public Schools. We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of TEACH, Inc., a California Nonprofit Public Benefit Corporation and its individual charter schools (hereinafter referred to as "TEACH" or the "School") personnel policies and procedures, and your benefits as a TEACH employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No TEACH guideline, practice, manual or rule may alter the "at-will" status of your relationship with TEACH.

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In order to retain necessary flexibility in the administration of its policies, procedures and benefits, TEACH reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever TEACH determines that such action is warranted. For these reasons, we urge you to check with the Assistant Superintendent of Human Resources to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and wish you great success and fulfillment at TEACH.

Sincerely

Mildred S. Cunningham

CEO/President/Executive Director

TEACH Public Schools

SECTION 2 – GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at TEACH. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Assistant Superintendent of Human Resources. You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other TEACH document confers any contractual right, either express or implied, to remain in TEACH' employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by TEACH or you may resign for any reason at any time.

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No supervisor or other representative of TEACH except the Superintendent, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside TEACH, other than to individuals affiliated with TEACH whose knowledge of the information is required in the normal course of business.

EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

TEACH is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity, color, religious creed, including religious dress and grooming practices, gender, gender identity, gender expression, color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), genetic information, or any other characteristic or condition protected by applicable law. Also in accordance with applicable law, the School prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, TEACH prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the School.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Assistant Superintendent of Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

HARASSMENT

It is the policy of TEACH to ensure equal employment opportunity without discrimination or harassment on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status,

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immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

TEACH prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator, or other employee, including unpaid interns and volunteers of TEACH to harass, discriminate against or engage in abusive conduct towards other students, teachers, administrators, (including unpaid interns and volunteers) or other employees or anyone associated with TEACH through conduct or communication. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to TEACH (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

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The term employee includes teachers, classified staff, administrators, unpaid interns and volunteers.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms “discrimination” and “harassment” includes all unwelcome conduct that comprises:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding company functions in inappropriate venues, such as a strip-club, sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy

- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual natures, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
  - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

What is abusive conduct/workplace bullying?

- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
  - Use of derogatory remarks, insults and/or epithets
  - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Malice is defined as conduct which is "intended by the perpetrator to cause injury to the victim or despicable conduct which is carried on by the perpetrator with a willful and conscious disregard of the rights or safety of others." (Calif Civil Code §3294(c)(1))

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Responsibility

All TEACH employees have a responsibility for keeping our work environment free of harassment, discrimination and abusive conduct.

Reporting

TEACH encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, or Assistant Superintendent of Human Resources. In addition, TEACH encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. TEACH recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. TEACH is serious about enforcing its policy against harassment; however, TEACH cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to TEACH's attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment, discrimination or abusive conduct will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature

and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor or Assistant Superintendent of Human Resources or Chief Operating Officer. TEACH encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination, abusive conduct or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

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Misconduct constituting harassment, discrimination, abusive conduct, or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as TEACH believes appropriate under the circumstances. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. TEACH will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the Assistant Superintendent of Human Resources or Chief Operating Officer. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected

characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of TEACH prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing ("DFEH") or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and TEACH will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, TEACH may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

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This is called "employment at will," and no one other than the Executive Director of TEACH, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Superintendent. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict TEACH's right to terminate at-will.

OPEN COMMUNICATION POLICY

We want to hear from you. TEACH strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. TEACH is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Assistant Superintendent of Human Resources. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. TEACH will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law.

LACTATION ACCOMMODATION POLICY

TEACH provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The school will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the Assistant Superintendent of Human Resources. The school reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should complete an accommodation request form and contact the Assistant Superintendent of Human Resources to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

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Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to Human Resources or the School Leader. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at TEACH and will be handled in accordance with TEACH's policy on discrimination and harassment.

PUBLIC RELATIONS

The success of a charter school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of TEACH and its interest in our school will be formed in part, by TEACH employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, TEACH and our school's services.

Below are several things employees can do to help leave people with a good impression of TEACH.

These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times

- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

WHISTLEBLOWER POLICY

TEACH is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of TEACH policy, specifically the policies contained in TEACH's Employee Handbook.

An employee who wishes to report a suspected violation of law or TEACH policy may do so confidentially by contacting the TEACH Public School Board of Directors.

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TEACH expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of TEACH. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Chief Operating Officer and Assistant Superintendent of Human Resources. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Chief Operating Officer or Assistant Superintendent of Human Resources.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Assistant Superintendent and a member of TEACH management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

SECTION 3 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

An "employee" of TEACH is a person who regularly works for TEACH on a wage or salary basis. "Employees" may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons.

Exempt

Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

Non-Exempt

Employees whose positions do not meet specific criteria established by state and federal law and who are paid time and one-half the employee's regular rate of pay for hours worked in excess of 8 hours in any one workday or 40 hours in any one workweek.

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Regular Full-Time

Employees who are regularly scheduled to work 30 or more hours per week are generally eligible for the TEACH's benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Part-Time

Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for TEACH's benefit package.

Temporary (Full-Time or Part-Time)

Those whose performance is being evaluated to determine whether further employment in a specific position or with TEACH is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of TEACH's benefit programs. Temporary employees scheduled to work more than 30 hours per week on a regular basis may be entitled to the school's benefit package.

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Assistant Superintendent of Human Resources or your supervisor will assign

your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Assistant Superintendent of Human Resources.

TEACH reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has written approval from the Assistant Superintendent of Human Resources to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

Exempt Employees:

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The normal working hours for instructional employees at the school sites are from 7:00 a.m. to 5:00 p.m. with two ten (10) minute rest breaks and a thirty (30) minute meal break. Instructional Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, evening and Saturday family workshops or special meetings.

The Assistant Superintendent of Human Resources must approve any exceptions to the regular work schedule for instructional employees.

Non-Exempt Employees:

The Principal and Assistant Superintendent of Human Resources will determine the normal working hours for non-Exempt employees. Nonexempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime pay as required by law. Non-Exempt employees work year-round.

Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

TEACH's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

SCHOOL HOLIDAYS

The School observes 12 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Cesar Chavez Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

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Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed below. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Assistant Superintendent of Human Resources. The employee may use paid vacation (or PTO) if the employee has unused paid time off available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence

- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved vacation

ACADEMIC FREEDOM

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

ATTENDANCE/PUNCTUALITY

The presence or absence of each employee is of critical importance to the successful operation of the TEACH. Regular attendance and punctuality are considered an essential function of each position. Therefore, TEACH expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day.

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TIME RECORDS (NON-EXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system "TimeClock Plus" on a daily basis. Each time record must show the exact time work began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked; working off the clock is prohibited.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Assistant Superintendent of Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

OFF THE CLOCK WORK

TEACH prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination

Meal Periods

Nonexempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Assistant Superintendent and complete a "Meal Period Waiver" form.

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If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the Assistant Superintendent and complete a "Second Meal Period Waiver" form.

Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed meal period on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

PAYDAYS

The designated pay period for all employees is semi-monthly. The first pay period of the month extends from the first (1st) day of the month through the fifteenth (15th) day of the month. The second pay period of the month extends from the sixteenth (16th) of the month through the last day of the month.

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Paychecks are distributed on the fifteenth (15th) day of the month for the first pay period and on the last day of the month for the second pay period. Except as otherwise provided, if any date of paycheck distribution falls on a Saturday, Sunday or holiday, employees shall be paid on the preceding scheduled workday.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

PAYROLL WITHHOLDINGS

TEACH is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty or PERS) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, TEACH must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions TEACH will work in good faith to resolve errors as soon as possible. The employee should notify the Assistant

Superintendent of Human Resources of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Assistant Superintendent of Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Assistant Superintendent of Human Resources.

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SECTION 4 – CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

TEACH employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also completed the form if they have not completed an I-9 with TEACH within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, transcripts, and test scores each fall prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the School with verification of renewals. Failure to provide these updated documents to the school may result in suspension without pay until such time as the necessary documentation has been provided.

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If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, TEACH is required to remove you from the work schedule until you meet the requirements or renew your credential.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee’s responsibility to remain in compliance and ensure the school has a valid certificate on file.

CRIMINAL BACKGROUND CHECK

As a condition of employment, TEACH requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. TEACH will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. TEACH will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. TEACH shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

All fingerprint and background information must be completed and the results in the possession of TEACH before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

SUBSEQUENT ARREST NOTIFICATION SERVICE

All employees are subject to "Subsequent Arrest Notification Service" by the DOJ once they have been fingerprinted for TEACH. Any time an employee is arrested after his or her initial background clearance for the school, the DOJ will notify the school Superintendent and send the school the new CORI information. The Superintendent will evaluate the new information and determine whether it justifies suspension or termination of the individual's employment. At the discretion of the Superintendent he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Executive Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Executive Director is final.

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CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is TEACH's policy that all school employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

"Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and report the suspicions as required.

It is extremely important that TEACH employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

The Assistant Superintendent of Human Resources is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without TEACH's assistance, he or she is required to notify TEACH of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with TEACH.

FIRST-AID AND CPR TRAINING

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All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. TEACH will provide First Aid and CPR training for teachers, assistants and staff. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Assistant Superintendent of Human Resources.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Assistant Superintendent of Human Resources. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Assistant Superintendent of Human Resources about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

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SECTION 5 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

Supervisors will generally conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

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Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items TEACH considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what TEACH pays their employees in comparable positions (internal equity), and individual, as well as TEACH, performance. It is TEACH's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals as well as operational factors and budget conditions.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 6 – LEAVES

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT[1]

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

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A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;

2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";

3. the "serious health condition" of the employee;

4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or

[1] Employees may qualify for FMLA/CFRA Leave only if the School has 50 or more employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with Human Resources to determine whether you are eligible for FMLA/CFRA leave.

registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

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During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related

medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

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Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued vacation/sick or PTO for this leave.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (FMLA/CFRA). Unless otherwise mandated by law, employees on a leave of absence of more than 4 months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

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BEREAVEMENT LEAVE

TEACH provides full-time employees up to three days paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five days with prior approval from your supervisor.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

TIME OFF TO VOTE

The School will allow any nonexempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off.

SCHOOL ACTIVITIES LEAVE

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The School encourages employees to participate in the school activities of their child(ren). The leave is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in a licensed daycare, kindergarten or grades 1 through 12 may take time off to participate in the activities of the daycare or school;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing vacation or personal leave in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

This leave is unpaid but the employee may choose to use accrued vacation, or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

- A victim of a crime
- An immediate family member of a victim;
- A registered domestic partner of a victim; or
- The child of a registered domestic partner of a victim

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An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued vacation, sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE

If you are a victim of domestic violence, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.]

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

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The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 et seq. ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Assistant Superintendent of Human Resources regarding the need for military leave.

Please see the Assistant Superintendent of Human Resources for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

If you volunteer to donate an organ you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to two weeks of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

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You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

TEACH will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the school. Reasonable accommodation includes time off without pay and adjusting work hours. You may use accrued and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick, vacation and/or PTO.

CIVIL AIR PATROL LEAVE

TEACH provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the company.

To be eligible, employees must have been employed with the company for 90 days immediately preceding the commencement of leave. Additionally, the company may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

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Employees may use accrued, unused paid time off (including [vacation/personal leave]) for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of paid time off under this policy.

SECTION 7 – BENEFITS

VACATION

Full-time employees who work twelve (12) months a year are eligible for vacation pay. Vacation is a time for you to rest, relax and pursue special interests. Vacation begins to accrue from date of hire and is only available for use after earning vacation time. TEACH recognizes employees by providing increased vacation time based on the number of years of continuous service.

Years of Continuous Service	Annual Time Provided	Maximum Accrual Allowed
1 - 5 years	10 days	15 days
6 – 10 years	15 days	22.50 days
11 + years	20 days	30 days

Employees that work only during the academic year do not earn vacation pay/time.

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Every effort will be made to grant you your vacation at the time you desire. However, vacations should not interfere with TEACH's operation and, therefore, must be approved by Management at least thirty (30) days in advance. If a holiday occurs during your scheduled vacation, if eligible, you will receive holiday pay for that day, and you will not be charged for a vacation day on the day the holiday is observed.

The maximum accrual for vacation pay is one and one half (1.5) times your normal accrual rate. Once the maximum accrual has been reached, no further time will accrue until the employee has taken vacation time. Any accrued, unused vacation at termination will be paid out. Vacation pay is not considered "hours worked" when computing overtime.

Vacation time may not be "cashed out" in lieu of taking time off.

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

All employees (including part-time and temporary) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

Allotment

Eligible employees will be allotted PSL days as follows:

- On July 1 (and on each subsequent July 1), all eligible employees will be allotted six PSL days (48 hours) per calendar year (July 1-June 30).

- If an employee is hired mid-year, he or she will receive six PSL days (48 hours) on his or her first day of employment for use during the remainder of the employee's first calendar year of employment.

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PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following calendar year. Unused, accrued PSL carries over from year to year. However, the accrual of sick leave is capped at seventy-two (72) hours.

Limits on Use

Eligible employees may use PSL beginning on the 120th day of employment.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

Credentialed teachers are eligible to cash-out unused PSL at the end of the school calendar year at a rate of $22 per hour.

Non-credentialed teachers and other non-teacher employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination or resignation. Teachers must complete the school year to be eligible for PSL cash-out program.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

Full-time employees (30+ hours per week average) are entitled to insurance benefits offered by TEACH on the first day of the calendar month following the completion of sixty (60) days of continuous service. Certificated full-time employees are eligible to participate on the first day of the calendar month following the commencement of employment. These insurance benefits will include medical, dental, vision and life. TEACH will contribute up to $350 a month towards insurance premiums for eligible non-exempt employees and up to 10% of annual salary towards insurance premiums for eligible exempt employees. Employees are required to contribute to any costs not covered by the employer contribution. If insurance premium rates increase, employees are required to contribute to the cost of the increase to retain coverage if cost is over the employer contribution. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

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COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under TEACH's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at TEACH group rates plus an administration fee. TEACH or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under "TEACH's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If you are a full time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

TEACH withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

STATE DISABILITY INSURANCE

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Assistant Superintendent of Human Resources.

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WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

403B

Eligible employees are entitled to participate in TEACH 403b plans. As of July 1, 2019 for participating exempt employees who contribute 1 percent to 5 percent of their base monthly salary through salary reduction (tax-deferred contribution), TEACH will contribute an amount up to 2.5% employer contribution. TEACHS' contribution is 100% vested after three (3) years of employment. TEACH's 403b plans are administered through PlanConnect LLC. Additional information on

TEACH's 403b plan may be requested via TEACH Public Schools Human Resources Department or PlanConnect LLC.

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SECTION 8 – EMPLOYEE COMMUNICATIONS

COMPUTER, EMAIL AND INTERNET POLICY

Every employee is responsible for using the TEACH's computer system, including, without limitation, its electronic mail (Email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Chief Operating Officer.

The computers that you use at work and the Email system are the property of TEACH and have been provided for use in conducting TEACH business. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are TEACH records and property of TEACH. The computer system is to be used for school purposes only. Employees may, however, use TEACH technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with TEACH business, and does not violate any TEACH policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

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No Expectation of Privacy

TEACH has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email sent and received by users. Further, TEACH may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of TEACH's computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from TEACH's computers is not assured. Use of passwords or other security measures does not in any way diminish TEACH's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to TEACH for any reason that TEACH, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages or files would not truly eliminate the messages from the system. All Email messages and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though TEACH has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of Chief Operating Officer.

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on TEACH letterhead. Because Email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in Email or computer files that would not reflect favorably on the employee or TEACH if disclosed in litigation or otherwise.

Offensive and Inappropriate Material

TEACH's policy against discrimination and harassment, sexual or otherwise, applies fully to TEACH's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in TEACH's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Assistant Superintendent of Human Resources.

TEACH may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by TEACH networks. Notwithstanding the foregoing, TEACH is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to TEACH's blocking software.

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Solicitations

TEACH's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Chief Operating Officer is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Chief Operating Officer.

Games and Entertainment Software

Employees may not use a TEACH Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to TEACH's "Confidential Information" policy, contained herein, for a general description of what TEACH deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

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Copyrights and Trademarks

TEACH's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Chief Operating Officer. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any TEACH-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of TEACH, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of TEACH."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless

they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to TEACH's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to TEACH's network.

Files obtained from sources outside TEACH including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage TEACH's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- TEACH sources, without first scanning the material with TEACH-approved virus checking software. If you suspect that a virus has been introduced into TEACH network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

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Amendment and Modification of this Policy

TEACH reserves the right to modify this policy at any time, with or without notice. TEACH may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

SOCIAL MEDIA POLICY

TEACH has adopted the following policy with regard to employees' behavior on social networking sites. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any school-related business or policy,

employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. TEACH encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention TEACH, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of TEACH. Unless given permission by the Chief Operating Officer, you are not authorized to speak on behalf of TEACH or to represent that you do so. If you are developing a site or writing a blog that will mention TEACH, as a courtesy to the organization, please let the Chief Operating Officer know in advance of publication. The Chief Operating Officer may choose to visit your blog or social networking site from time to time.

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You may not share information that is confidential and proprietary with regard to TEACH. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what TEACH considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with the Chief Operating Officer.

When writing a blog or participating in any other social networking site, employees should speak respectfully about TEACH and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization's reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by TEACH and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by TEACH for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create an unlawful hostile work environment. You can also be sued by TEACH's employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Chief Operating Officer.

Failure to comply with TEACH's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

TEACH attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the school. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

Laptop Computers

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Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:

- immediately report the incident to his/her immediate supervisor and Chief representative;
- obtain an official police report documenting the theft or loss; and
- provide a copy of the police report to his/her immediate supervisor or Superintendent

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

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LAPTOP COMPUTERS

Each full time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school-provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of TEACH. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to bring their laptop computers home with them each night. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the school. Employees are responsible for reimbursing the school for the cost of lost or damaged laptops when the loss or damage is due to a violation of this policy or the willful misconduct or negligence of the employee.

Employees acknowledge and understand that TEACH is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the school for regular maintenance.

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for TEACH while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

TELEPHONE CALLS AND TEXTING

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

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In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, TEACH has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by TEACH.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by TEACH employees is prohibited at all times in all working areas on school premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by TEACH.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the school. The site Principal must approve any postings prior to posting.

TEACH reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the school's business.

Employees are required to leave school premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on school premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from the site principal.

Definitions

School "premises": property owned, leased, operated, managed or controlled by the school, including buildings, parking lots, and play areas that the school has the right to use exclusively or in common with others, vehicles owned or operated by the school, and any location where school-sponsored activities are taking place, such as restaurants, banquet halls, athletic facilities, parks or other recreational facilities.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

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Work areas: all areas controlled by the school where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If you have a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If you have questions, talk with the site principal. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to the site principal.

NEPOTISM POLICY

TEACH permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of TEACH, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. TEACH will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. If in the opinion of TEACH, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The TEACH Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a BUILDING KEY DISBURSEMENT FORM upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Superintendent.

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The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time TEACH may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in TEACH's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) and personal belongings (i.e. brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for TEACH property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to TEACH. TEACH will generally try to obtain an employee's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

TEACH has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect TEACH or which occur on TEACH property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at TEACH or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on TEACH premises, regardless of the relationship between TEACH and the parties involved.

All threats or acts of violence occurring off TEACH premises involving someone who is acting in the capacity of a representative of TEACH.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy TEACH property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapon

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TEACH's prohibition against threats and acts of violence applies to all persons involved in TEACH's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on TEACH property. Violations of this policy by any individual on TEACH property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the Assistant Superintendent of Human Resources.

SECTION 9 – STANDARDS OF CONDUCT

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other TEACH staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff; during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, the Assistant Superintendent of Human Resources must grant prior approval.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- Skirts and dresses should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Jeans are not permitted
- Yoga pants, tights and jeggings are not permitted
- Appropriate shoes must be worn at all times.
- The Assistant Superintendent of Human Resources will be the final arbiter of what constitutes appropriate dress and attire.

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DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of TEACH that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question.

Boundaries Defined

For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member's perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

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Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Principal along with the rationale therefor.

- Kissing of ANY kind

- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]

- Full frontal or rear hugs and lengthy embraces

- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view

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- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer

- Staff mirroring the immature behavior of minors

- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors

- Pats on the shoulder or back

- Handshakes

- "High-fives" and hand slapping

- Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact

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- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only

- Holding hands while walking with small children or children with significant disabilities

- Assisting with toileting of small or disabled children in view of another staff member

- Touch required under an IEP or 504 Plan

- Reasonable restraint of a violent person to protect self, others, or property

- Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus

- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)

- Keeping the door wide open when alone with a student

- Keeping reasonable and appropriate space between you and the student

- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing

- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

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This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Assistant Superintendent of Human Resources promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse / Sexual Abuse Reporting

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to the Principal occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

Investigating

The Assistant Superintendent of Human Resources will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Superintendent shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

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Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Superintendent.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records.

- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.

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- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without written authorization or refusing to work assigned overtime.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

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- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

Upon termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Assistant Superintendent of Human Resources so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

TEACH expects employees to devote their best efforts to the interests of our school. TEACH recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at TEACH or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with TEACH whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Assistant Superintendent of Human Resources to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

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If you are a full time employee we expect that you devote your full professional effort to your position at TEACH. If you wish to participate in outside work activities you are required to obtain written approval from the Assistant Superintendent of Human Resources prior to starting those activities. Approval will be granted unless the activity conflicts with TEACH's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at TEACH.
- Involve organizations that are doing or seek to do business with TEACH including actual or potential vendors.
- Violate provisions of law or TEACH policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to TEACH must be given priority. Full time employees are hired and continue employment with the understanding that TEACH is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

EXPENSE REIMBURSEMENT POLICY

TEACH expects employees to act responsibly and professionally when incurring and submitting expenses. The organization will reimburse employees for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips, telephone and fax charges, and purchases made on behalf of the organization.

TEACH does not pay for local travel to and from the office (regular commute). If employees use their vehicles for business travel, mileage will be reimbursed as per the IRS current mileage rates and for appropriate parking fees. **TEACH** will not be responsible for fuel, maintenance, traffic or parking violations.

General guidelines

- All reimbursements must receive pre approval from the site principal, and either the Superintendent of Chief Operating Officer via an Office Books purchase order.
- Original receipts are required for reimbursement of all expenses except for per diems.

These expenses include:

- Original boarding passes for airplane / train travel
- Credit card receipts
- Detailed merchant receipts

Receipts must be accompanied by a summary which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense

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Expense summaries must be submitted with receipts and approved by the Chief Operating Officer or Superintendent.

All expenses and summaries must be submitted within 30 days to the Chief Operating Officer or Superintendent for payment.

Travel guidelines

Employees are required to fly coach class with the lowest available airfare for non-stop travel.

If a car rental is required, employees are requested to rent mid-sized or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.

Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.

For work-related trips, employees will be eligible for reimbursement of actual expenses up to a maximum of $750 per day. Reimbursements will not be paid where other meal arrangements are provided. For example, a luncheon included with an event.

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials

- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses occurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Alcohol with meals

Any questions related to the content of this policy or its interpretation should be directed to the Chief Operating Officer.

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SECTION 10 – SAFETY

SUBSTANCE ABUSE POLICY

TEACH is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drug abuse have been established for all staff members, regardless of position, including both regular and temporary employees. The rules apply during working hours to all employees of TEACH while they are on school premises or elsewhere on TEACH business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on TEACH property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on TEACH property is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.

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So there is no question about what these rules signify, please note the following definitions:

- TEACH Property: All school owned or leased property used by employees.
- Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.
- Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- Illegal drug: Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
  - Any drug, including – but not limited to – a prescription drug, (including medically prescribed marijuana) used for any reason other than that prescribed by a physician.
  - Inhalants used illegally.
- Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the TEACH's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

- Working or reporting to work, conducting business or being on TEACH property while under the influence of an illegal drug or alcohol, or in an impaired condition.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground.

SECURITY

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All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the site Principal other employees or call 911. Report any suspicious persons or activities to the site Principal. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to the site principal.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on TEACH property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

TEACH cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on TEACH's premises, including the parking area, or away from school property while on school business TEACH employees are prohibited from using personal property for work-related purposes unless approved in advance by the site Principal.

SAFETY POLICY

TEACH is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Chief Operating Officer immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the Chief Operating Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Chief Operating Officer regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Assistant Superintendent of Human Resources.

TEACH has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

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ERGONOMICS

TEACH has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the site Principal.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your supervisor or Assistant Superintendent of Human Resources.

SECTION 11 – TERMINATION

VOLUNTARY TERMINATION

TEACH will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from TEACH; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to Supervisor and Assistant Superintendent of Human Resources for three consecutive work days. TEACH requests that employees provide at least two weeks written notice of a voluntary termination. All TEACH property must be returned immediately upon terminating employment. TEACH retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of TEACH's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, TEACH reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

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DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

TEACH reserves the right to terminate any employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with TEACH.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality;
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents;
- Falsifying or altering school records or student achievement data;
- Violating the school’s equal opportunity or harassment policies;
- Unauthorized use of school property;
- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;

- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other TEACH record;
- Willfully or maliciously making false statements regarding any co-worker or TEACH, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating TEACH's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of TEACH property, or the property of TEACH's employees, students or anyone on TEACH property;
- Possessing weapons on TEACH's property at any time or while acting on behalf of TEACH;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any TEACH policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing TEACH, such as at a professional conference, or otherwise violating TEACH's Drug and Alcohol Policy;
- Engaging in criminal conduct whether or not related to job performance;
- Gross negligence leading to the endangerment or harm of a child or children;
- Excessive absenteeism;
- Willfully violating any safety, health, security, or school policy, rule, or procedure;
- Reduction in force or school closure.

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EXIT INTERVIEWS

All employees who leave employment at TEACH will be asked to take part in an exit interview with the Assistant Superintendent of Human Resources to communicate their challenges and growth while employed at TEACH. Information shared during an exit interview will be treated as confidential.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Assistant Superintendent of Human Resources. Only the Assistant Superintendent of Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, TEACH will disclose only the dates of employment and the title of the last position held. TEACH will verify or disclose additional information about the employee only if the employee provides written authorization for TEACH to provide the information. However, TEACH will provide information about current or former employees as required by law or court order. TEACH will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Assistant Superintendent of Human Resources.

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EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of TEACH's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding TEACH's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of TEACH's policies.

Just as I am free to terminate the employment relationship with TEACH at any time, TEACH, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and TEACH for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between TEACH and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with TEACH, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at will employment policy).

TEACH reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than TEACH Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print)_____

Employee Signature: _____

Date: _____

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Coversheet

TEACH 17/18 Taxes Form 990 & 568

Section: II. CONSENT ITEMS
Item: J. TEACH 17/18 Taxes Form 990 & 568
Purpose: Vote
Submitted by:
Related Material: 6.30.18 TEACH Tax Return Drafts.PDF
6.30.18 CUNNINGHAM & MORRIS LLC FORM 199 DRAFT.PDF

EXTENDED TO MAY 15, 2019

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning JUL 1, 2017 and ending JUN 30, 2018

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
TEACH, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) 1846 W. IMPERIAL HWY.

Room/suite

City or town, state or province, country, and ZIP or foreign postal code
LOS ANGELES, CA 90047

F Name and address of principal officer: MILDRED CUNNINGHAM
8477 SOUTH NORMANDIE AVE, LOS ANGELES, CA 9

D Employer identification number
95-4856901

E Telephone number
323-777-2068

G Gross receipts $ 8,801,564.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.TEACHPUBLICSCHOOLS.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2001 **M** State of legal domicile: CA

Part I Summary

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Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO CREATE A HIGH QUALITY, INNOVATIVE TEACHING AND LEARNING ENVIRONMENT THAT FOCUSES ON	
	2	Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	5
	4	Number of independent voting members of the governing body (Part VI, line 1b)	5
	5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	101
	6	Total number of volunteers (estimate if necessary)	5
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	b	Net unrelated business taxable income from Form 990-T, line 34	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	7,127,387.	8,609,847.
	9	Program service revenue (Part VIII, line 2g)	0.	15,155.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	440,290.	176,562.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	7,567,677.	8,801,564.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	3,361,648.	4,085,443.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 17,199.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	3,327,363.	5,032,462.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	6,689,011.	9,117,905.
	19	Revenue less expenses. Subtract line 18 from line 12	878,666.	-316,341.

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	14,484,988.	14,673,296.
	21	Total liabilities (Part X, line 26)	12,378,153.	12,882,802.
	22	Net assets or fund balances. Subtract line 21 from line 20	2,106,835.	1,790,494.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ MILDRED CUNNINGHAM, EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
DERRICK DEBRUYNE, CPA	DERRICK DEBRUYNE, CP	05/09/19	☐	P00591016

Firm's name ▶ CLIFTONLARSONALLEN LLP — Firm's EIN ▶ 41-0746749

Firm's address ▶ 2210 EAST ROUTE 66
GLENDORA, CA 91740 — Phone no. 626-857-7300

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
TO CREATE A HIGH QUALITY, INNOVATIVE TEACHING AND LEARNING ENVIRONMENT THAT FOCUSES ON LITERACY, INTEGRATING STATE-OF-THE-ART TECHNOLOGIES ACROSS THE CORE CURRICULUM TO ACHIEVE ACADEMIC PROFICIENCY FOR ALL STUDENTS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 7,316,610. including grants of $) (Revenue $ 15,155.)
TO OPERATE PUBLIC CHARTER SCHOOLS PROVIDING EDUCATIONAL OPPORTUNITIES TO THE SURROUNDING COMMUNITIES. DURING THE YEAR ENDED JUNE 30, 2018 THE ORGANIZATION OPERATED TWO CHARTER SCHOOLS SERVING APPROXIMATELY 600 STUDENTS IN GRADES 5 THROUGH 12.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 7,316,610.

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13	X	
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X

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Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No", go to line 25a*	24a	X	
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		X
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		X
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		X
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33	X	
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

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Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	9		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	101		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No," to line 3b, provide an explanation in Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note.** See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*	14b			

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Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	5		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	5		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ NONE

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ▶

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LORI BUTLER CHAIRMAN	1.00	X		X				0.	0.	0.
(2) ANDREA MACK SECRETARY	1.00	X		X				0.	0.	0.
(3) JUSTIN SHAHBAZ MEMBER	1.00	X						0.	0.	0.
(4) EARL TURNER MEMBER	1.00	X						0.	0.	0.
(5) KELVIN PLAZZA MEMBER	1.00	X						0.	0.	0.
(6) MILDRED CUNNINGHAM EXECUTIVE DIRECTOR	40.00			X				40,000.	0.	0.
(7) RAUL CARRANZA SUPERINTENDENT	40.00			X				124,996.	0.	14,802.
(8) MATT BROWN CFO	40.00			X				88,000.	0.	17,113.

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Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-total ▶								252,996.	0.	31,915.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								252,996.	0.	31,915.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 1

		Yes	No
3	Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	8,609,216.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	631.			
	g Noncash contributions included in lines 1a-1f: $					
	h **Total.** Add lines 1a-1f		8,609,847.			
Program Service Revenue		**Business Code**				
	2a EDUCATIONAL SERVICES	611710	15,155.	15,155.		
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a-2f		15,155.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
		(i) Real	(ii) Personal			
	6a Gross rents	176,562.				
	b Less: rental expenses	0.				
	c Rental income or (loss)	176,562.				
	d Net rental income or (loss)		176,562.			176,562.
		(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory					
	b Less: cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events					
	9a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory					
	Miscellaneous Revenue	**Business Code**				
	11a					
	b					
	c					
	d All other revenue					
	e **Total.** Add lines 11a-11d					
	12 **Total revenue.** See instructions.		8,801,564.	15,155.	0.	176,562.

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	320,542.	282,077.	38,465.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	2,933,576.	2,601,644.	331,932.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	348,136.	317,108.	31,028.	
9 Other employee benefits	336,891.	298,501.	38,390.	
10 Payroll taxes	146,298.	116,408.	29,890.	
11 Fees for services (non-employees):				
a Management	699,538.	19,142.	680,396.	
b Legal	24,132.		24,132.	
c Accounting	12,160.	4,040.	8,120.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	708,227.	473,916.	230,760.	3,551.
12 Advertising and promotion	15,321.	15,321.		
13 Office expenses	310,310.	163,823.	146,487.	
14 Information technology				
15 Royalties				
16 Occupancy	1,194,481.	1,135,629.	58,852.	
17 Travel	30,160.	30,160.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	734,294.	646,244.	88,050.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	364,852.	305,088.	59,764.	
23 Insurance	43,158.	37,679.	5,479.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a INSTRUCTIONAL MATERIALS	851,495.	851,495.		
b OTHER TAXES AND FEES	15,955.	3,604.	12,351.	
c MISC. STUDENT FUNDRAISE	10,004.			10,004.
d FIELD TRIPS	7,724.	7,724.		
e All other expenses	10,651.	7,007.		3,644.
25 **Total functional expenses.** Add lines 1 through 24e	9,117,905.	7,316,610.	1,784,096.	17,199.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	1,499,682.	1	764,278.
	2	Savings and temporary cash investments	1,358,198.	2	1,123,416.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	697,331.	4	956,710.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	65,545.	9	188,248.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 12,214,967.			
	b	Less: accumulated depreciation — 10b: 574,323.	10,864,232.	10c	11,640,644.
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	14,484,988.	16	14,673,296.
Liabilities	17	Accounts payable and accrued expenses	294,962.	17	420,918.
	18	Grants payable		18	
	19	Deferred revenue	70,027.	19	13,987.
	20	Tax-exempt bond liabilities	12,013,164.	20	12,028,636.
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0.	25	419,261.
	26	**Total liabilities.** Add lines 17 through 25	12,378,153.	26	12,882,802.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☒ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	2,106,835.	27	1,790,494.
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	2,106,835.	33	1,790,494.
	34	Total liabilities and net assets/fund balances	14,484,988.	34	14,673,296.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	8,801,564.
2	Total expenses (must equal Part IX, column (A), line 25)	2	9,117,905.
3	Revenue less expenses. Subtract line 2 from line 1	3	-316,341.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	2,106,835.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,790,494.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

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SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization	Employer identification number
TEACH, INC.	95-4856901

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☒ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) ▶ 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f)) ▶ 14 %

15 Public support percentage from 2016 Schedule A, Part II, line 14 ▶ 15 %

16a **33 1/3% support test - 2017.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support test - 2016.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10% -facts-and-circumstances test - 2017.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

b **10% -facts-and-circumstances test - 2016.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2016 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2017** (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from **2016** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

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Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

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Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		
b	A family member of a person described in (a) above?	11b		
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the yea* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. **Answer (a) and (b) below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer (a) and (b) below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* **Part VI.**	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b		

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount		Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2 Enter 85% of line 1	2	
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4 Enter greater of line 2 or line 3	4	
5 Income tax imposed in prior year	5	
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2017 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1	Distributable amount for 2017 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2017 (reasonable cause required- explain in **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2017			
a				
b	From 2013			
c	From 2014			
d	From 2015			
e	From 2016			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2017 distributable amount			
i	Carryover from 2012 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2017 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2017 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI.** See instructions.			
6	Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI**. See instructions.			
7	**Excess distributions carryover to 2018.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2013			
b	Excess from 2014			
c	Excess from 2015			
d	Excess from 2016			
e	Excess from 2017			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization
TEACH, INC.

Employer identification number
95-4856901

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (e.g., recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____ %
b Permanent endowment ▶ _____ %
c Temporarily restricted endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		3,280,111.		3,280,111.
b Buildings		7,678,269.	441,786.	7,236,483.
c Leasehold improvements		384,268.	40,690.	343,578.
d Equipment		252,032.	91,847.	160,185.
e Other		620,287.		620,287.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				11,640,644.

Schedule D (Form 990) 2017

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Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DEFERRED RENT LIABILITY	419,261.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	419,261.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII X

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	8,801,564.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	0.
3	Subtract line **2e** from line **1**			3	8,801,564.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	0.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	8,801,564.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	9,117,905.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	0.
3	Subtract line **2e** from line **1**			3	9,117,905.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	0.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	9,117,905.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE ORGANIZATION IS A NON-PROFIT ENTITY EXEMPT FROM THE PAYMENT OF INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) AND CALIFORNIA REVENUE AND TAXATION CODE SECTION 23701D. ACCORDINGLY, NO PROVISION HAS BEEN MADE OR INCOME TAXES. MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED. THE ORGANIZATION FILES INFORMATIONAL RETURNS IN THE U.S.FEDERAL JURISDICTION, AND THE STATE OF CALIFORNIA.

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Part XIII Supplemental Information *(continued)*

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SCHEDULE E (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Schools

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization
TEACH, INC.

Employer identification number
95-4856901

Part I

			YES	NO
1	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	1	X	
2	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	2	X	
3	Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	3	X	
	THE SCHOOL PUBLICIZES ITS POLICY IN ITS REGISTRATION MATERIALS AND DOCUMENTS USED TO SOLICIT STUDENTS.			
4	Does the organization maintain the following?			
a	Records indicating the racial composition of the student body, faculty, and administrative staff?	4a	X	
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	4b	X	
c	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	4c	X	
d	Copies of all material used by the organization or on its behalf to solicit contributions?	4d	X	
	If you answered "No" to any of the above, please explain. If you need more space, use Part II.			
5	Does the organization discriminate by race in any way with respect to:			
a	Students' rights or privileges?	5a		X
b	Admissions policies?	5b		X
c	Employment of faculty or administrative staff?	5c		X
d	Scholarships or other financial assistance?	5d		X
e	Educational policies?	5e		X
f	Use of facilities?	5f		X
g	Athletic programs?	5g		X
h	Other extracurricular activities?	5h		X
	If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.			
6a	Does the organization receive any financial aid or assistance from a governmental agency?	6a	X	
b	Has the organization's right to such aid ever been revoked or suspended?	6b		X
	If you answered "Yes" on either line 6a or line 6b, explain on Part II.			
7	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II	7	X	

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LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990 or Form 990-EZ.** **Schedule E (Form 990 or 990-EZ) 2017**

732061 10-06-17

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

TEACH INC. IS A PUBLIC CHARTER SCHOOL PRINCIPALLY FUNDED BY CALIFORNIA AND FEDERAL MONIES RECEIVED THROUGH THE CALIFORNIA DEPARTMENT OF EDUCATION.

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SCHEDULE K (Form 990)
Department of the Treasury
Internal Revenue Service

Supplemental Information on Tax-Exempt Bonds

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 24a. Provide descriptions, explanations, and any additional information in Part VI.
▶ Attach to Form 990. ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2017
Open to Public Inspection

Name of the organization
TEACH, INC.

Employer identification number
95-4856901

Part I Bond Issues

	(a) Issuer name	(b) Issuer EIN	(c) CUSIP #	(d) Date issued	(e) Issue price	(f) Description of purpose	(g) Defeased		(h) On behalf of issuer		(i) Pooled financing	
							Yes	No	Yes	No	Yes	No
A	CALIFORNIA SCHOOL FINANCE AUTHORITY	20-1563466	13058TDZ0	11/02/16	12,530,000.	FACILITY FINANCING		X		X		X
B												
C												
D												

Part II Proceeds

		A	B	C	D
1	Amount of bonds retired				
2	Amount of bonds legally defeased				
3	Total proceeds of issue	12,293,925.			
4	Gross proceeds in reserve funds	863,519.			
5	Capitalized interest from proceeds				
6	Proceeds in refunding escrows				
7	Issuance costs from proceeds	285,503.			
8	Credit enhancement from proceeds				
9	Working capital expenditures from proceeds				
10	Capital expenditures from proceeds	10,718,259.			
11	Other spent proceeds				
12	Other unspent proceeds				
13	Year of substantial completion	2017			

		A		B		C		D	
		Yes	No	Yes	No	Yes	No	Yes	No
14	Were the bonds issued as part of a current refunding issue?		X						
15	Were the bonds issued as part of an advance refunding issue?		X						
16	Has the final allocation of proceeds been made?		X						
17	Does the organization maintain adequate books and records to support the final allocation of proceeds?	X							

Part III Private Business Use

		A		B		C		D	
		Yes	No	Yes	No	Yes	No	Yes	No
1	Was the organization a partner in a partnership, or a member of an LLC, which owned property financed by tax-exempt bonds?	X							
2	Are there any lease arrangements that may result in private business use of bond-financed property?		X						

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Part III Private Business Use *(Continued)*

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
3a Are there any management or service contracts that may result in private business use of bond-financed property?		X						
b If "Yes" to line 3a, does the organization routinely engage bond counsel or other outside counsel to review any management or service contracts relating to the financed property?								
c Are there any research agreements that may result in private business use of bond-financed property?		X						
d If "Yes" to line 3c, does the organization routinely engage bond counsel or other outside counsel to review any research agreements relating to the financed property?								
4 Enter the percentage of financed property used in a private business use by entities other than a section 501(c)(3) organization or a state or local government ▶	%		%		%		%	
5 Enter the percentage of financed property used in a private business use as a result of unrelated trade or business activity carried on by your organization, another section 501(c)(3) organization, or a state or local government ▶	%		%		%		%	
6 Total of lines 4 and 5	%		%		%		%	
7 Does the bond issue meet the private security or payment test?		X						
8a Has there been a sale or disposition of any of the bond-financed property to a non-governmental person other than a 501(c)(3) organization since the bonds were issued?		X						
b If "Yes" to line 8a, enter the percentage of bond-financed property sold or disposed of	%		%		%		%	
c If "Yes" to line 8a, was any remedial action taken pursuant to Regulations sections 1.141-12 and 1.145-2?								
9 Has the organization established written procedures to ensure that all nonqualified bonds of the issue are remediated in accordance with the requirements under Regulations sections 1.141-12 and 1.145-2?		X						

Part IV Arbitrage

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
1 Has the issuer filed Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate?		X						
2 If "No" to line 1, did the following apply?								
a Rebate not due yet?		X						
b Exception to rebate?		X						
c No rebate due?		X						
If "Yes" to line 2c, provide in Part VI the date the rebate computation was performed								
3 Is the bond issue a variable rate issue?		X						
4a Has the organization or the governmental issuer entered into a qualified hedge with respect to the bond issue?		X						
b Name of provider								
c Term of hedge								
d Was the hedge superintegrated?								
e Was the hedge terminated?								

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Part IV Arbitrage *(Continued)*

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
5a Were gross proceeds invested in a guaranteed investment contract (GIC)?		X						
b Name of provider								
c Term of GIC								
d Was the regulatory safe harbor for establishing the fair market value of the GIC satisfied?								
6 Were any gross proceeds invested beyond an available temporary period?		X						
7 Has the organization established written procedures to monitor the requirements of section 148?		X						

Part V Procedures To Undertake Corrective Action

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
Has the organization established written procedures to ensure that violations of federal tax requirements are timely identified and corrected through the voluntary closing agreement program if self-remediation isn't available under applicable regulations?		X						

Part VI Supplemental Information. Provide additional information for responses to questions on Schedule K. See instructions

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SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ **Attach to Form 990 or 990-EZ.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization
TEACH, INC.

Employer identification number
95-4856901

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

LITERACY, INTEGRATING STATE-OF-THE-ART- TECHNOLOGIES ACROSS THE CORE CURRICULUM TO ACHIEVE ACADEMIC PROFICIENCY FOR ALL STUDENTS.

FORM 990, PART VI, SECTION B, LINE 11B:

FORM 990 IS REVIEWED BY THE SIGNING OFFICER.

FORM 990, PART VI, SECTION B, LINE 12C:

THE OFFICERS, DIRECTORS, AND TRUSTEES ALL SIGN THE CONFLICT OF INTEREST POLICY ON AN ANNUAL BASIS.

FORM 990, PART VI, SECTION B, LINE 15:

HUMAN RESOURCES PERFORMS MARKET RESEARCH BASED ON INDUSTRY AND SIZE WHEN DETERMINING COMPENSATION FOR OFFICERS OR KEY EMPLOYEES OF THE ORGANIZATION. THE BOARD REVIEWS AND APPROVES THE COMPENSATION AMOUNTS.

FORM 990, PART VI, SECTION C, LINE 19:

THE DOCUMENTS ARE READILY AVAILABLE TO THE PUBLIC UPON REQUEST.

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SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.**

▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization
TEACH, INC.

Employer identification number
95-4856901

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
CUNNINGHAM AND MORRIS LLC - 95-4856901 10000 S. WESTERN AVE LOS ANGELES, CA 90047	FACILITIES	CALIFORNIA	940,397.	11,896,494.	TEACH INC.

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Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	(g) No

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Schedule R (Form 990) 2017

732161 09-11-17 LHA

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Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

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Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

			Yes	No
Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.				
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?				
a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	1a			
b Gift, grant, or capital contribution to related organization(s)	1b			
c Gift, grant, or capital contribution from related organization(s)	1c			
d Loans or loan guarantees to or for related organization(s)	1d			
e Loans or loan guarantees by related organization(s)	1e			
f Dividends from related organization(s)	1f			
g Sale of assets to related organization(s)	1g			
h Purchase of assets from related organization(s)	1h			
i Exchange of assets with related organization(s)	1i			
j Lease of facilities, equipment, or other assets to related organization(s)	1j			
k Lease of facilities, equipment, or other assets from related organization(s)	1k			
l Performance of services or membership or fundraising solicitations for related organization(s)	1l			
m Performance of services or membership or fundraising solicitations by related organization(s)	1m			
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n			
o Sharing of paid employees with related organization(s)	1o			
p Reimbursement paid to related organization(s) for expenses	1p			
q Reimbursement paid by related organization(s) for expenses	1q			
r Other transfer of cash or property to related organization(s)	1r			
s Other transfer of cash or property from related organization(s)	1s			

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

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Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) NO	(k) Percentage ownership

DRAFT

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Part VII Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

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TAXABLE YEAR **2017**

California Exempt Organization Annual Information Return

728941 12-06-17 FORM **199**

Calendar Year 2017 or fiscal year beginning (mm/dd/yyyy) 07/01/2017 , and ending (mm/dd/yyyy) 06/30/2018 .

Corporation/Organization name	California corporation number
TEACH, INC.	2301528
Additional information. See instructions.	FEIN 95-4856901
Street address (suite or room) 1846 W. IMPERIAL HWY.	PMB no.
City LOS ANGELES	State CA / ZIP code 90047
Foreign country name / Foreign province/state/county / Foreign postal code	

A First Return ..... ☐ Yes ☒ No

B Amended Return ..... ● ☐ Yes ☒ No

C IRC Section 4947(a)(1) trust ..... ☐ Yes ☒ No

D Final Information Return?
● ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
Enter date: (mm/dd/yyyy) ●

E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other

F Federal return filed? (1) ● ☐ 990T (2) ● ☐ 990PF (3) ● ☐ Sch H (990)
(4) ☒ Other 990 series

G Is this a group filing? See instructions ..... ● ☐ Yes ☒ No

H Is this organization in a group exemption ..... ☐ Yes ☒ No
If "Yes," what is the parent's name?

I Did the organization have any changes to its guidelines not reported to the FTB? See instructions ..... ● ☐ Yes ☒ No

J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ..... ● ☐ Yes ☒ No

K Is the organization exempt under R&TC Section 23701g? ● ☐ Yes ☒ No
If "Yes," enter the gross receipts from nonmember sources $ _____

L If organization is exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required. ..... ● ☒

M Is the organization a Limited Liability Company? ..... ● ☐ Yes ☒ No

N Did the organization file Form 100 or Form 109 to report taxable income? ..... ● ☐ Yes ☒ No

O Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● ☐ Yes ☒ No

P Is federal Form 1023/1024 pending? ..... ☐ Yes ☒ No
Date filed with IRS _____

DRAFT

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8 ●		1	191,717. 00
	2	Gross dues and assessments from members and affiliates ●		2	00
	3	Gross contributions, gifts, grants, and similar amounts received ●		3	8,609,847. 00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than $50,000, see General Information B ●		4	8,801,564. 00
	5	Cost of goods sold ●	5 00		
	6	Cost or other basis, and sales expenses of assets sold ●	6 00		
	7	Total costs. Add line 5 and line 6		7	00
	8	Total gross income. Subtract line 7 from line 4 ●		8	8,801,564. 00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18 ●		9	9,117,905. 00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8 ●		10	-316,341. 00
Filing Fee	11	Total payments ●		11	00
	12	Use tax. See General Information K ●		12	00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11 ●		13	00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12 ●		14	00
	15	Filing fee $10 or $25. See General Information F		15	N/A 00
	16	Penalties and Interest. See General Information J		16	00
	17	**Balance due.** Add line 12, line 15, and line 16. Then subtract line 11 from the result ◉		17	00

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer ▶ | Title EXECUTIVE DIRE | Date | ● Telephone 323-777-2068

Paid Preparer's Use Only

Preparer's signature ▶ DERRICK DEBRUYNE, CPA | Date 05/09/19 | Check if self-employed ▶ ☐ | ● PTIN P00591016

Firm's name (or yours, if self-employed) and address ▶ CLIFTONLARSONALLEN LLP
2210 EAST ROUTE 66
GLENDORA, CA 91740

● FEIN 41-0746749
● Telephone 626-857-7300

May the FTB discuss this return with the preparer shown above? See instructions ..... ● ☒ Yes ☐ No

TEACH, INC. 95-4856901

Part II **Organizations with gross receipts of more than $50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

728951 12-06-17

	1 Gross sales or receipts from all business activities. See instructions	1	00
	2 Interest	2	00
	3 Dividends	3	00
Receipts from Other Sources	4 Gross rents	4	176,562. 00
	5 Gross royalties	5	00
	6 Gross amount received from sale of assets (See Instructions)	6	00
	7 Other income SEE STATEMENT 1	7	15,155. 00
	8 **Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	191,717. 00
	9 Contributions, gifts, grants, and similar amounts paid	9	00
	10 Disbursements to or for members	10	00
	11 Compensation of officers, directors, and trustees SEE STATEMENT 2	11	320,542. 00
	12 Other salaries and wages	12	2,933,576. 00
Expenses and Disburse-ments	13 Interest	13	734,294. 00
	14 Taxes	14	146,298. 00
	15 Rents	15	1,194,481. 00
	16 Depreciation and depletion (See instructions)	16	364,852. 00
	17 Other Expenses and Disbursements SEE STATEMENT 3	17	3,423,862. 00
	18 **Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	9,117,905. 00

Schedule L **Balance Sheet**

Assets	Beginning of taxable year (a)	Beginning of taxable year (b)	End of taxable year (c)	End of taxable year (d)
1 Cash		2,857,880.		1,887,694.
2 Net accounts receivable		697,331.		956,710.
3 Net notes receivable				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock				
8 Mortgage loans				
9 Other investments				
10 a Depreciable assets	7,814,710.		8,934,856.	
b Less accumulated depreciation	(230,589.)	7,584,121.	(574,323.)	8,360,533.
11 Land		3,280,111.		3,280,111.
12 Other assets STMT 4		65,545.		188,248.
13 **Total assets**		14,484,988.		14,673,296.
Liabilities and net worth				
14 Accounts payable		294,962.		420,918.
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable STMT 5		12,013,164.		12,028,636.
17 Mortgages payable				
18 Other liabilities STMT 6		70,027.		433,248.
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		2,106,835.		1,790,494.
22 **Total liabilities and net worth**		14,484,988.		14,673,296.

Schedule M-1 **Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $50,000.

1 Net income per books	-316,341.	7 Income recorded on books this year not included in this return	
2 Federal income tax		8 Deductions in this return not charged against book income this year	
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year		10 Net income per return. Subtract line 9 from line 6	-316,341.
5 Expenses recorded on books this year not deducted in this return			
6 Total. Add line 1 through line 5	-316,341.		

DRAFT

TEACH, INC. 95-4856901

CA 199 OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
EDUCATIONAL SERVICES	15,155.
TOTAL TO FORM 199, PART II, LINE 7	15,155.

CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
LORI BUTLER 8477 SOUTH NORMANDIE AVE LOS ANGELES, CA 90044	CHAIRMAN 1.00	0.
ANDREA MACK 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	SECRETARY 1.00	0.
JUSTIN SHAHBAZ 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	MEMBER 1.00	0.
EARL TURNER 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	MEMBER 1.00	0.
KELVIN PLAZZA 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	MEMBER 1.00	0.
MILDRED CUNNINGHAM 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	EXECUTIVE DIRECTOR 40.00	41,878.
RAUL CARRANZA 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	SUPERINTENDENT 40.00	161,995.
MATT BROWN 1846 W. IMPERIAL HWY. LOS ANGELES, CA 90047	CFO 40.00	116,669.
TOTAL TO FORM 199, PART II, LINE 11		320,542.

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STATEMENT(S) 1, 2

TEACH, INC. 95-4856901

CA 199 OTHER EXPENSES STATEMENT 3

DESCRIPTION	AMOUNT
INSTRUCTIONAL MATERIALS	851,495.
OTHER TAXES AND FEES	15,955.
MISC. STUDENT FUNDRAISE	10,004.
FIELD TRIPS	7,724.
PENSION PLAN CONTRIBUTIONS	348,136.
OTHER EMPLOYEE BENEFITS	336,891.
MANAGEMENT FEES	699,538.
LEGAL FEES	24,132.
ACCOUNTING FEES	12,160.
OTHER PROFESSIONAL FEES	708,227.
ADVERTISING AND PROMOTION	15,321.
OFFICE EXPENSES	310,310.
TRAVEL	30,160.
INSURANCE	43,158.
ALL OTHER EXPENSES	10,651.
TOTAL TO FORM 199, PART II, LINE 17	3,423,862.

CA 199 OTHER ASSETS STATEMENT 4

DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	65,545.	188,248.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	65,545.	188,248.

CA 199 BONDS AND NOTES PAYABLE STATEMENT 5

DESCRIPTION	BEG. OF YEAR	END OF YEAR
TAX-EXEMPT BONDS LIABILITIES	12,013,164.	12,028,636.
TOTAL TO FORM 199, SCHEDULE L, LINE 16	12,013,164.	12,028,636.

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STATEMENT(S) 3, 4, 5

TEACH, INC. 95-4856901

CA 199 OTHER LIABILITIES STATEMENT 6

DESCRIPTION	BEG. OF YEAR	END OF YEAR
DEFERRED RENT LIABILITY	0.	419,261.
DEFERRED REVENUE	70,027.	13,987.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	70,027.	433,248.

DRAFT

STATEMENT(S) 6

Cliftonlarsonallen, LLP
2210 E. Route 66
Glendora, CA 91740
(626) 857-7300
626-857-7300

Cunningham and Morris LLC
10000 S. Western Ave
Los Angeles, CA 90047

Cunningham and Morris LLC:

We have prepared and enclosed your 2017 California return.

CALIFORNIA FORM 199 RETURN:

The California Form 199 should be mailed on or before May 15, 2019 to:

Franchise Tax Board
P.O. Box 942857
Sacramento, CA 94257-0501

Enclose a check or money order for $10.00, payable to Franchise Tax Board.

A copy of the return is enclosed for your files. We suggest that you retain this copy indefinitely.

Very truly yours,

Derrick Debruyne, CPA

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TAXABLE YEAR **2017**

California Exempt Organization Annual Information Return

728941 12-06-17 FORM **199**

Calendar Year 2017 or fiscal year beginning (mm/dd/yyyy) 07/01/2017 , and ending (mm/dd/yyyy) 06/30/2018 .

Corporation/Organization name	California corporation number
CUNNINGHAM AND MORRIS LLC	201623810329
Additional information. See instructions.	FEIN 95-4856901
Street address (suite or room) 10000 S. WESTERN AVE	PMB no.
City LOS ANGELES	State CA / ZIP code 90047
Foreign country name / Foreign province/state/county / Foreign postal code	

A First Return ..... ☐ Yes ☒ No

B Amended Return ..... ● ☐ Yes ☒ No

C IRC Section 4947(a)(1) trust ..... ☐ Yes ☒ No

D Final Information Return?
● ☐ Dissolved ☐ Surrendered (Withdrawn) ☐ Merged/Reorganized
Enter date: (mm/dd/yyyy) ●

E Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other

F Federal return filed? (1) ● ☐ 990T (2) ● ☐ 990PF (3) ● ☐ Sch H (990)
(4) ☒ Other 990 series

G Is this a group filing? See instructions ..... ● ☐ Yes ☒ No

H Is this organization in a group exemption ..... ☐ Yes ☒ No
If "Yes," what is the parent's name?

I Did the organization have any changes to its guidelines not reported to the FTB? See instructions ..... ● ☐ Yes ☒ No

J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. ..... ● ☐ Yes ☒ No

K Is the organization exempt under R&TC Section 23701g? ● ☐ Yes ☒ No
If "Yes," enter the gross receipts from nonmember sources $ _____

L If organization is exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required. ..... ● ☐

M Is the organization a Limited Liability Company? ..... ● ☒ Yes ☐ No

N Did the organization file Form 100 or Form 109 to report taxable income? ..... ● ☐ Yes ☒ No

O Is the organization under audit by the IRS or has the IRS audited in a prior year? ..... ● ☐ Yes ☒ No

P Is federal Form 1023/1024 pending? ..... ☐ Yes ☒ No
Date filed with IRS _____

DRAFT

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8 ●		1	940,397. 00
	2	Gross dues and assessments from members and affiliates ●		2	00
	3	Gross contributions, gifts, grants, and similar amounts received ●		3	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than $50,000, see General Information B ●		4	940,397. 00
	5	Cost of goods sold ●	5 00		
	6	Cost or other basis, and sales expenses of assets sold ●	6 00		
	7	Total costs. Add line 5 and line 6		7	00
	8	Total gross income. Subtract line 7 from line 4 ●		8	940,397. 00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18 ●		9	1,048,968. 00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8 ●		10	-108,571. 00
Filing Fee	11	Total payments ●		11	00
	12	Use tax. See General Information K ●		12	00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11 ●		13	00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12 ●		14	00
	15	Filing fee $10 or $25. See General Information F		15	10. 00
	16	Penalties and Interest. See General Information J		16	00
	17	**Balance due.** Add line 12, line 15, and line 16. Then subtract line 11 from the result ◉		17	10. 00

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer ▶ | Title EXECUTIVE DIRE | Date | ● Telephone

Paid Preparer's Use Only

Preparer's signature ▶ DERRICK DEBRUYNE, CPA | Date 05/09/19 | Check if self-employed ▶ ☐ | ● PTIN P00591016

Firm's name (or yours, if self-employed) and address ▶ CLIFTONLARSONALLEN LLP
2210 EAST ROUTE 66
GLENDORA 91740

● FEIN 41-0746749

● Telephone 626-857-7300

May the FTB discuss this return with the preparer shown above? See instructions ..... ● ☒ Yes ☐ No

CUNNINGHAM AND MORRIS LLC 95-4856901

Part II **Organizations with gross receipts of more than $50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

728951 12-06-17

	1 Gross sales or receipts from all business activities. See instructions	1	00
	2 Interest	2	00
	3 Dividends	3	00
Receipts from	4 Gross rents	4	861,435. 00
Other	5 Gross royalties	5	00
Sources	6 Gross amount received from sale of assets (See Instructions)	6	00
	7 Other income SEE STATEMENT 1	7	78,962. 00
	8 **Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	940,397. 00
	9 Contributions, gifts, grants, and similar amounts paid	9	00
	10 Disbursements to or for members	10	00
	11 Compensation of officers, directors, and trustees	11	0. 00
	12 Other salaries and wages	12	00
Expenses	13 Interest	13	734,294. 00
and	14 Taxes	14	00
Disburse-	15 Rents	15	00
ments	16 Depreciation and depletion (See instructions)	16	292,388. 00
	17 Other Expenses and Disbursements SEE STATEMENT 2	17	22,286. 00
	18 **Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	1,048,968. 00

Schedule L **Balance Sheet**

Assets	Beginning of taxable year (a)	(b)	End of taxable year (c)	(d)
1 Cash		1,358,198.		1,188,474.
2 Net accounts receivable				
3 Net notes receivable				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock				
8 Mortgage loans				
9 Other investments				
10 a Depreciable assets	10,718,259.		7,678,269.	
b Less accumulated depreciation	(170,516.)	10,547,743.	(441,786.)	7,236,483.
11 Land				3,280,111.
12 Other assets STMT 3		78,652.		191,426.
13 **Total assets**		11,984,593.		11,896,494.
Liabilities and net worth				
14 Accounts payable				5,000.
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable		12,013,164.		12,028,636.
17 Mortgages payable				
18 Other liabilities		59,936.		59,936.
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		-88,507.		-197,078.
22 **Total liabilities and net worth**		11,984,593.		11,896,494.

Schedule M-1 **Reconciliation of income per books with income per return**

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $50,000.

1 Net income per books	-108,571.	7 Income recorded on books this year not included in this return	
2 Federal income tax		8 Deductions in this return not charged against book income this year	
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year		10 Net income per return. Subtract line 9 from line 6	-108,571.
5 Expenses recorded on books this year not deducted in this return			
6 Total. Add line 1 through line 5	-108,571.		

DRAFT

CUNNINGHAM AND MORRIS LLC 95-4856901

CA 199 OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
OTHER REVENUE	78,962.
TOTAL TO FORM 199, PART II, LINE 7	78,962.

CA 199 OTHER EXPENSES STATEMENT 2

DESCRIPTION	AMOUNT
OTHER EXPENSES	22,286.
TOTAL TO FORM 199, PART II, LINE 17	22,286.

CA 199 OTHER ASSETS STATEMENT 3

DESCRIPTION	BEG. OF YEAR	END OF YEAR
DEFERRED RENT	78,652.	191,426.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	78,652.	191,426.

DRAFT

STATEMENT(S) 1, 2, 3

Voucher at bottom of page.

DO NOT MAIL A PAPER COPY OF THE CORPORATE OR EXEMPT ORGANIZATION TAX RETURN WITH THE PAYMENT VOUCHER.
If the amount of payment is zero, do not mail this voucher.

WHERE TO FILE: Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the corporation number or FEIN and "2017 FTB 3586" on the check or money order. Detach voucher below. Enclose, but **do not** staple, payment with voucher and mail to:

FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0531

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

WHEN TO FILE:

Corporations - File and Pay by the 15th day of the 4th month following the close of the taxable year.

S corporations - File and Pay by the 15th day of the 3rd month following the close of the taxable year.

Exempt organizations - File and Pay by the 15th day of the 5th month following the close of the taxable year.

When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.
Due to the federal Emancipation Day holiday on April 16, 2018, tax returns filed and payments mailed or submitted on April 17, 2018, will be considered timely.

ONLINE SERVICES: Corporations can make payments online using Web Pay for Businesses. Corporations can make an immediate payment or schedule payments up to a year in advance. Go to **ftb.ca.gov/pay** for more information.

DRAFT

739035 11-29-17

DETACH HERE IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER DETACH HERE

CAUTION: You may be required to pay electronically, see instructions.

TAXABLE YEAR **2017**

Payment Voucher for Corporations and Exempt Organizations e-filed Returns

CALIFORNIA FORM **3586 (e-file)**

0000000 CUNN 95-4856901 201623810329 17 FORM 3
TYB 07-01-2017 TYE 06-30-2018
CUNNINGHAM AND MORRIS LLC

10000 S WE STE RN AV
LOS ANGELES CA 90047

Amount of Payment 10.

022 6181176 FTB 3586 2017

Coversheet

Charter Safe 2019-2020 Contract Renewal

Section: II. CONSENT ITEMS
Item: K. Charter Safe 2019-2020 Contract Renewal
Purpose: Vote
Submitted by:
Related Material:
Teach Inc. DBA TEACH Public .1141.CharterSAFEProposal1920.05-30-2019.pdf
Teach Inc. DBA TEACH Public .1141.CharterSAFEInvoice1920.pdf
Executive Report Final 4.2019.pdf

1141
A
CS
P,WC

CharterSAFE
BE SAFE • FEEL SAFE

2019-2020 Membership Proposal

Prepared for:
Teach, Inc., DBA TEACH Public Schools

Coverage Effective:
July 01, 2019 at 12:01 AM - July 01, 2020 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 888.901.0004
www.chartersafe.org

Issued: May 30, 2019 at 11:49 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Raul,

CharterSAFE is pleased to present your membership proposal for the 2019-2020 year. Your membership includes the following:



For a more detailed listing of our member services, please contact our Risk Management team at 818-394-6559 or email Carly Weston at cweston@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- VII or higher.

2019-2020 CLAIMS FILING PROCESS:

Please refer to the following page on guidelines and a step-by-step process on how to file a claim or incident report.

REQUIRED SIGNATURES:

To bind coverage, you must sign and complete the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page
2. Cyber Application, if not yet completed

We look forward to working with you in the 2019-2020 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

CharterSAFE

2019-2020 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: Egan Yu at eyu@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
  - Student Accident Claim Packet (English and Spanish)
  - Volunteer Accident Claim Packet (English and Spanish)
  - Statement of No Insurance
  - WC Claim Form (DWC-1)
  - Employee Fact Sheet
  - Kaiser on the Job Clinics
  - Employee Injury Card

For any claim reporting questions, please contact Ben Hunter at 818-394-6556 or email bhunter@chartersafe.org.

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

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MEMBER CONTRIBUTION SUMMARY

Teach, Inc., DBA TEACH Public Schools

Coverage Effective: July 01, 2019 at 12:01 AM - July 01, 2020 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution	**$94,085**

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

Workers' Compensation & Employer's Liability Member Contribution	**$37,777**
Total Member Contribution	**$131,862**

Choose One Payment Option

- ❑ **Payment in Full $131,862**
- ❑ **Installment Plan**
  - Deposit (25%) - Due Now - $32,966
  - 9 Monthly Installments - $10,989

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name_____Date_____

Signature_____Date_____

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Location Address(es)	Students	Employees	Payroll
Teach Academy of Technologies 1846-1848 W Imperial Hwy Los Angeles, CA 90047	0	8	$500,000.00
Cunningham & Morris LLC / TEACH Academy of Technologies 1750 W. Century Los Angeles, CA 90047	75	4	$200,000.00
Cunningham & Morris LLC 10045 S. Western Ave. Los Angeles, CA 90047	0	0	$0.00
Teach Academy of Technologies 10045 Western Ave. Los Angeles, CA 90047	290	16	$850,000.00
Teach Academy of Technologies 1850 W. Imperial Hwy. Los Angeles, CA 90047	0	0	$0.00
Teach Academy of Technologies 1852 W. Imperial Hwy. Los Angeles, CA 90047	0	0	$0.00
Teach Academy of Technologies 10000 S. Western Ave. Los Angeles, CA 90047	0	0	$0.00
Teach Tech Charter High School 10001 S. Western Ave. Los Angeles, CA 90047	0	0	$0.00
Cunningham & Morris LLC / TEACH Academy of Technologies 10000 S. Western Ave. Los Angeles, CA 90047	280	13	$1,197,500.00
Cunningham & Morris LLC 10000 S. Western Ave. Los Angeles, CA 90047	0	0	$0.00
Teach Tech Charter High School 10600 S. Western Ave. Los Angeles, CA 90047	0	0	$0.00
Teach Tech Charter High School 10616 S. Western Ave. Los Angeles, CA 90047	400	30	$500,000.00
Total:	**1,045**	**71**	**$3,247,500.00**

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date:	**7/1/11**
Employment Practices Liability Continutiy Date:	**7/1/11**
Fiduciary Liability Continuity Date:	**7/1/12**

Vehicles

None scheduled.

Mailing Address

1846 W. Imperial Hwy
Los Angeles, CA 90047

Locations

	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Teach Academy of Technologies 1846-1848 W Imperial Hwy Los Angeles, CA 90047	$80,000	$20,000	$100,000	$200,000
Cunningham & Morris LLC / TEACH Academy of Technologies 1750 W. Century Los Angeles, CA 90047	$200,000	$25,000	$25,000	$250,000
Cunningham & Morris LLC 10045 S. Western Ave. Los Angeles, CA 90047	$400,000	$0	$0	$400,000
Teach Academy of Technologies 10045 Western Ave. Los Angeles, CA 90047	$400,000	$100,000	$100,000	$600,000
Teach Academy of Technologies 1850 W. Imperial Hwy. Los Angeles, CA 90047	$0	$12,500	$12,500	$25,000
Teach Academy of Technologies 1852 W. Imperial Hwy. Los Angeles, CA 90047	$0	$12,500	$12,500	$25,000
Teach Academy of Technologies 10000 S. Western Ave. Los Angeles, CA 90047	$0	$0	$0	$0
Teach Tech Charter High School 10001 S. Western Ave. Los Angeles, CA 90047	$0	$0	$0	$0
Cunningham & Morris LLC / TEACH Academy of Technologies 10000 S. Western Ave. Los Angeles, CA 90047	$0	$57,500	$110,000	$167,500
Cunningham & Morris LLC 10000 S. Western Ave. Los Angeles, CA 90047	$6,697,800	$0	$0	$6,697,800
Teach Tech Charter High School 10600 S. Western Ave. Los Angeles, CA 90047	$0	$300,000	$20,000	$320,000

Teach Tech Charter High School 10616 S. Western Ave. Los Angeles, CA 90047	$890,000	$60,000	$110,000	$1,060,000
Total:	**$8,667,800**	**$587,500**	**$490,000**	**$9,745,300**

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **$30,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	$2,000,000 per **claim** and member aggregate	$5,000.00 per **claim**
Employment Practices Liability	$2,000,000 per **claim** and member aggregate	$15,000.00 per **claim**
Fiduciary Liability	$1,000,000 per **claim** and member aggregate	$0

Reporting: Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided n a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	$2,000,000 per occurrence	$500 per occurrence for bodily injury arising out of participation in a school sponsored *High-Risk Activity**
Medical Payments	$10,000 per person $50,000 per occurrence	$0
Products and Completed Operations	$2,000,000 per occurrence	$0
Armed Assailant Sublimit	$100,000 per occurrence and aggregate	$0
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-709-1570) of CharterSAFE's Risk Management team. The above coverages (excluding sublimit) do not have aggregates.		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	$2,000,000 per occurrence	$0
The above coverage does not have aggregates.		

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	$2,000,000 per occurrence	$2,500 per occurrence
IEP (Individualized Education Program) Defense Sublimit	$50,000 per occurrence and aggregate sublimit	$7,500 per occurrence
The above coverage (excluding sublimit) does not have aggregates		

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	$2,000,000 per occurrence	$0
The above coverage does not have aggregates. ***New Custom Training Available** Sexual Abuse Prevention Training by CharterSAFE will be available under the CharterSAFE Learning Center and via in-person training. See "Excess Reinsurance" for more information on training requirements.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	$2,000,000 per occurrence	$0
The above coverage does not have aggregates.		

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	$2,000,000 per occurrence	$0
Auto Physical Damage*	$1,000,000 per occurrence	$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles. The above coverages do not have aggregates.		

Excess Reinsurance

Coverages	Limits	Deductibles
Excess over underlying: • General Liability • Auto Liability • Sexual Abuse Liability • Educator's Legal Liability • Employee Benefits Liability • Law Enforcement Activities Liability • Directors and Officers Liability • Employment Practices Liability	$28,000,000 per occurrence/claim and aggregate Please note that the total core liability & property package limit of $30M includes this limit in excess of the $2M limits above.	Follows underlying coverages listed above.

***New Requirement**
Sexual Abuse Prevention Training by CharterSAFE & Child Abuse Mandated Report Training for all employees is **REQUIRED** to be completed within 90 days of CCS JPA implementation of the training to maintain the full $30,000,000 limits. If training is not completed within the 90 days, the maximum limit for sexual abuse liability is $10,000,000 per occurrence and aggregate.

Optional Excess Limits:

Optional excess liability limits of $25,000,000 above the provided $30,000,000 is available (to total $55,000,000 in limits). If interested, contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Manager
Kiki_Goldsmith@ajg.com
949-349-9842

CRIME

Coverages	Limits	Deductibles
Money and Securities	$1,000,000 per occurrence	$500 per occurrence
Forgery or Alteration	$1,000,000 per occurrence	$500 per occurrence
Employee Dishonesty	$1,000,000 per occurrence	Varies*
Computer and Funds Transfer Fraud	$1,000,000 per occurrence	$500 per occurrence

The above coverage does not have aggregates.

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section above

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of $150,000,000 per occurrence. See "Exposures & Locations" section above for scheduled limits.	$1,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of $150,000,000 per occurrence. See "Exposures & Locations" section above for scheduled limits.	$1,000 per occurrence
Business Interruption	$10,000,000 per occurrence	$1,000 per occurrence
Extra Expense	$10,000,000 per occurrence	$1,000 per occurrence
Water Damage	As scheduled with CharterSAFE subject to the maximum limit of See "Schedule of Locations" page above for scheduled limits.	Varies* *Subject to Named Member's claim experience beginning five years prior to the inception of the period coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

PLEASE NOTE:

If you have a renovation/construction project valued over $200,000 in hard and soft costs, please contact your CharterSAFE Representative: Egan Yu at eyu@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to $10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Kiki Goldsmith (Kiki_Goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	$50,000 per injury/accident 104 Week benefit period	$500 per injury/accident for *High-Risk Activities**
Volunteer Accident	$25,000 per injury/accident 104 Week benefit period	$500 per injury/accident for *High-Risk Activities**
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-709-1570) of CharterSAFE's Risk Management team.		

Terms & Conditions:

- Coverage is provided on an Excess Basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Manager
Kiki_Goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	$1,000,000 per pollution condition or indoor environmental condition $5,000,000 CharterSAFE Members' Combined Annual Aggregate	$10,000 per occurrence

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	$0

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of $20,000,000 per occurrence. See "Exposures & Locations" section above for schedule limits.	$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	$1,000,000 per **claim** $5,000,000 CharterSAFE Members' Combined Annual Aggregate	$2,500 per **claim**

Coverage Includes:

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

Reporting: Claim must be reported within 60 days after policy expiration.
Coverage is on a claims-made basis.

Requirement for Coverage to be in effect: Completed cyber application.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	$0
Employer's Liability	$5,000,000 per Accident $5,000,000 by Disease per Employee $5,000,000 by Disease Policy Limit	$0

Auditable: The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

CharterSAFE
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INVOICE

Invoice Date: May 30, 2019
Account Number: 1141

INSURED: **Teach, Inc., DBA TEACH Public Schools**

CONTACT: Dr. Raul Carranza

ADDRESS: 1846 W. Imperial Hwy
Los Angeles, CA 90047

Member Contribution for Policy Year 2019-2020

(Choose one option)	Amount	Use ACH	Due Date
❑ **Payment in Full**	**$131,862.00**	❑	**Due Now**
❑ **Installment Plan:**			
Deposit (25%)	**$32,966.00**	❑	**Due Now**
Monthly Installment	**$10,989.00**	❑	**August 01, 2019**

9 installments due the 1st of every month

ACH PAYMENT OPTION!
See attached ACH form if you wish to take advantage of this payment option for Payment in Full, 25% Deposit, Monthly Installment or both 25% Deposit and Monthly Installment payments.

Please Remit All Payments To:
CharterSAFE
P.O. Box 969
Weimar, CA 95736

Questions/Comments:
Whitney Delano
Director of Operations and Insurance
Phone: (888) 901-0004
Email: wdelano@chartersafe.org

Payment in Full or 25% Deposit are due at the time the proposal is accepted by signing and submitting Premium Summary page of this proposal.
CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

CharterSAFE

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EXECUTIVE REPORT

April 2019

Protecting Schools. Promoting Safety. Customizing Insurance.

BACKGROUND.

What is CharterSAFE?

CharterSAFE is a nonprofit Joint Powers Authority (JPA) solely dedicated to protecting independent charter schools in California by providing expertise in group insurance, safety, risk management, and human resource consulting. We serve leaders of the charter community who are in need of a comprehensive insurance program and hands-on proactive risk management services - to keep their schools safe and financially sustainable. Our program goes beyond the conventional scope of insurance by protecting both physical and reputational assets, so charter school leaders can focus on what they do best – operating excellent schools.

CharterSAFE's mission is to provide its members with a strong understanding of charter school risk exposure and mitigation strategies. Founded in 2004 by leaders in the charter school movement and owned by its charter school members, CharterSAFE is led by a California charter school alumna and overseen by a board of directors exclusively comprised of charter school leaders. Joined by a team of dedicated experts, CharterSAFE is a partner to more than 275 members and works to safeguard over 900 schools.

How does a Joint Powers Authority (JPA) work?

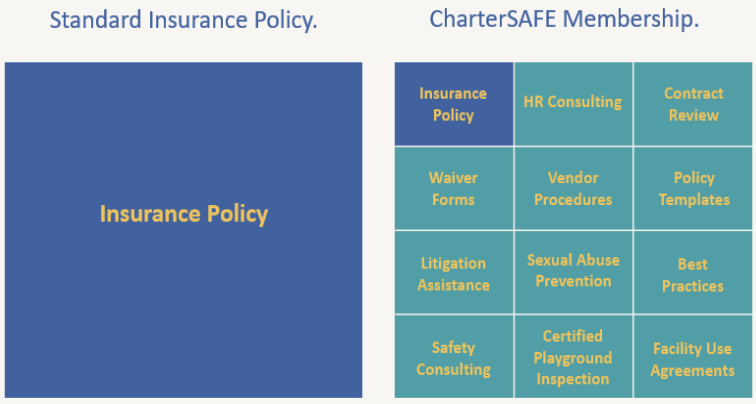
Authorized under California Government Code (§6500-6536), a JPA is a contract between two or more similar public agencies (e.g. counties, school districts) for the purpose of economies in achieving a common goal. Pooling together resources allows greater access to insurance with premiums at lower and more stable cost. A JPA is a nonprofit where members are the JPA's owners, aligning the purpose of the members and the JPA with no conflicting motivation. As specialists on behalf of its members, JPAs annually conduct due diligence, perform trend analyses, protect shared resources, and guide members to avoid pitfalls.

Authorized in the late 1970s, JPAs rose as the solution to an unreliable insurance market that offered little to no stability or risk management for the public scholastic sector. With stronger cost stability and control in safety practices, JPAs remain the de facto insurance and safety solution for cities, school districts, counties, and charter schools. This is evidenced by the fact that 99% of public scholastic entities in California participate in a JPA.



Considering the underlying relationship between insurance companies and customers, JPAs are without question the most effective way to obtain insurance. With traditional insurance, customers pay premium to an insurance company, from which the insurance company takes a profit and uses the rest to pay for claims from customers. An insurance company will have many different types of customers, some much riskier than others. That means that in traditional insurance, despite the façade of a separate standalone policy, all customers share in the risk of one another in addition to paying for the profits of the insurance company. Conversely, a JPA only allows

membership for similar risks (e.g. a JPA for charter schools only). By limiting the risk to similarly operated entities, members are protected because losses are more predictable, and both the JPA and member can focus on effective specialized risk management and safety techniques.



CharterSAFE is uniquely positioned as the only JPA dedicated exclusively to California charter schools. Your membership means access to an insurance and risk management program customized specifically to meet the ever-changing needs of California charter schools; it is not just insurance. Our team is specialized in proactively identifying charter school trends – to develop, communicate and support members in establishing and implementing safety precautions.

FINANCIAL POSITION.

What is CharterSAFE's financial position?

CharterSAFE continues to be in a strong financial position. Member contributions in the 2018-2019 fiscal year so far total $26.8 million, making total member contributions since the inception of the organization over $180.3 million.

We maintain operational and financial transparency. Below is a chart showing CharterSAFE's year-over-year financial summary.

	14/15	15/16	16/17	17/18	18/19 Projections
Member Contributions	$16,495,287	$19,335,289	$22,049,518	$23,970,783	$26,800,000
Investment/Misc. Income	$169,506	$205,166	$45,341	$69,435	$228,401
Total Revenue	**$16,664,793**	**$19,540,455**	**$22,094,859**	**$24,040,218**	**$27,028,401**
Paid Claims - Cash payments relating to claims	$5,285,740	$6,089,687	$5,728,815	$7,748,031	$7,748,106
Change in Claims Reserve - Estimated amounts of future payments relating to existing claims	$489,061	$1,651	$1,248,964	$415,739	$1,000,000
Change in Claims IBNR - Estimated amounts of future payments relating to claims incurred but not yet reported	$977,725	$1,814,881	$728,716	$1,349,633	$1,611,204
Change in Allocated Loss Adjustment Expenses - Estimated expenses attributed to the processing of existing claims	$110,009	$136,240	$148,325	$132,403	$169,596
Total Claims Expense	$6,862,535	$8,042,459	$7,854,820	$9,645,806	$10,528,906
Excess Insurance Cost	$6,435,148	$7,217,989	$8,058,817	$9,107,025	$9,800,000
Total Claims and Excess Insurance Cost	**$13,297,683**	**$15,260,448**	**$15,913,637**	**$18,752,831**	**$20,328,906**
Total Claims and Excess Insurance as a % of Member Contribution	**81%**	**79%**	**72%**	**78%**	**76%**
Total Operating Expense	$3,401,855	$3,429,082	$3,729,722	$4,054,633	$4,400,000
Total Operating Expense as a % of Member Contribution	**21%**	**18%**	**17%**	**17%**	**16%**
Cash Balance	$7,339,063	$4,850,239	$4,974,366	$5,686,372	$7,800,000
Investments	$8,426,291	$12,760,557	$15,977,263	$17,011,452	$19,000,000
Total Liquid Assets	**$15,765,354**	**$17,610,796**	**$20,951,629**	**$22,697,824**	**$26,800,000**
Actuarial Estimated Outstanding Losses-90% Confidence Level	$13,791,867	$16,219,771	$18,743,784	$21,304,216	$24,000,000
Surplus in Excess of 90% Confidence Level	$3,275,992	$4,337,057	$6,171,217	$6,798,038	$8,400,000
Net Assets	**$2,517,835**	**$3,368,760**	**$5,820,260**	**$7,053,014**	**$9,352,509**

Stronger and more stable than ever, CharterSAFE is prepared to help its members with proactive risk management services to support them daily - and when a crisis occurs.

I keep hearing about assessments in a JPA. How is this not a concern for CharterSAFE?

Unfortunately, CharterSAFE has heard this story countless times told by opportunistic insurance agents who rely on fear tactics to create a "wedge" – scaring charter schools into buying inferior insurance from for-profit insurers rather than engaging in honest competition. These fear campaigns typically include statements about the potential for assessments, or other vague risks that are supposedly inherent to JPAs, but not insurance companies. Usually, these so-called "issues" are never fully explained….

How often do assessments actually occur?

An assessment is a security measure that is triggered when a JPA or mutual insurance company does not have sufficient reserves to pay for claims. Within our JPA structure, the possibility of an assessment impacting membership is extremely remote; in our 15-year history, it has never happened. To minimize any likelihood of an assessment, we proactively put two important protections in place:

1. **Security for "severity" risk** – A protected reinsurance structure to hedge risk through use of multiple highly-rated reinsurers above a much smaller and more manageable pooled self-insurance layer called "the retention". This arrangement limits loss exposure arising from the occurrence of catastrophic claim events. The bulk of a catastrophic claim (as much as 99%) is transferred to several reinsurers. *Example: CharterSAFE members suffered more than $10M in losses from the 2018 Camp Fire, but the JPA's financial responsibility was limited to a single $25,000 deductible.*

2. **Security for "frequency" risk** – The JPA's funding strategy includes a well-funded loss reserve to absorb claims for each annual period, as well as on an aggregated basis over a period of years for open claims. This strategy is designed to provide protection in the event of a large number of small or medium-sized claims impacting the pooled self-insurance layer (or the retention). Additionally, the loss reserve ensures that funds are available to pay for claims in once-in-a-lifetime events.

The recommended funding level for CharterSAFE's loss reserve is reliably calculated by AON Actuarial Services each year using CharterSAFE's comprehensive 15-year historical record. It is compiled and analyzed to ensure a funding level that is adequate for the loss experience predicted for future policy periods. This is the same methodology used by insurance companies in the traditional marketplace.

How does CharterSAFE allocate resources to safeguard its members' best interests?

Serving as a steadfast financial steward on our members' behalf, the CharterSAFE "prefunds" the pool's annual loss reserve account based on statistically projected losses at a 75% confidence level. This means each year's individual member contributions are designed to conservatively exceed the average loss range. This is known as funding for the present (short-term claims) and future (claims reported in future policy periods).

Additionally, we calculate losses *for all years* beginning with the first policy period of the JPA (2004-2005) through present day, funding for past liabilities that will come due. This provides a second look whereby the

open claims are revalued to a 90% confidence factor. This is just shy of 2 standard deviations, a very secure range.

Through our 15 years of operations, CharterSAFE has accrued an overall surplus (or member equity) of $8.4 million after paying all open and closed claims and meeting the 90% confidence factor funding requirement as of 12/31/18.

To reiterate, it's not the single or even multiple large claims that can threaten the reserves, it is the frequency of claims far above what is statistically expected (well beyond 1 standard deviation for current and future claims and 2 standard deviations for past claim development). Yet, it is difficult to conjure what sort of event could result in this multiple frequency and severity loss scenario. Neither a large natural occurrence nor manmade event would increase the number of claims in a way that would detrimentally impact the reserves. On behalf of its member-owners, CharterSAFE works hard to ensure the financial stability and sustainability of our organization – so that members can rely on our program and services year after year and which makes the risk of an assessment extremely remote.

DUE DILIGENCE AND BIDDING.

I represent a school, why should I be thinking about insurance and risk management?

In a world of classrooms, textbooks and tablets, insurance is typically the last thing on a school leader's mind. It's broadly defined. It's confusing. And, it's something that often only comes up in times of crisis. But proper coverage and preventive measures throughout the academic year can mean the difference between being able to fund a curricular program or having to use those funds to pay for a claim. Those preventive measures are risk management, and it's often forgotten in the discussion of insurance. Figuring out what the risks are at a school and how to manage those risks can be equally as confusing and costly as insurance.

In California, a pooled approach to risk sharing is a coverage method of choice for almost all schools – traditional public and charter alike. As a JPA specific to California charter schools, CharterSAFE is able to focus solely on the shared interests, goals and needs of member schools. Our nonprofit status means that member cost-savings are guaranteed. By acting as a JPA, we can secure lower rates and provide better services. Plus, our size allows for volume discounts and routine competition among vendors.

Historically, the advantage of a JPA is stable pricing, leverage, customized services, broad coverage and control. In the last 40 years, at least 761 insurance companies nationwide have suffered financial impairment, compared to only 1 JPA. Today, virtually all school districts statewide are members of one of more than 50 JPAs that serve the scholastic community and approximately 80% of charter schools are in a JPA.

I see the value in JPAs, but how do I know that my coverage is optimal and fairly priced?

While bidding can lead to competitive pricing and access to innovation in the marketplace, it is time consuming and require expertise to ensure you're getting a worthwhile product or service. Fortunately, a JPA is different. First and foremost, CharterSAFE is owned by its member schools and therefore doesn't have vendor status. CharterSAFE bids on your behalf to lower insurance costs and share risk management resources every year. JPAs like CharterSAFE harness the power of group purchasing to obtain competitive pricing annually. What's more, we can leverage its size to negotiate terms with a roster of leading domestic and international insurance and reinsurance companies, which no individual school could do. Here's a short

list of the (re)insurance companies that CharterSAFE has negotiated with during the last two renewal cycles (2017-2019):

Affiliated FM *AIG* *Allianz* *Allied World National* *Alterra* *Argonaut* *Assurance* *AWAC* *AXA* *Axis* *Beazley* *Berkley* *Brit*	*Chubb Group* *CNA* *FM Global* *Gemini Insurance Co.* *Gen/Re (Genesis)* *Great American* *Hartford Insurance Company* *Hartford Steam Boiler* *Indian Harbor Insurance Co.* *Liberty Mutual* *Lloyds of London* *Markel* *Midwest Employers* *Munich Re*	*National Union Ins. Co. of PA* *New York Marine and General* *One Beacon* *Princeton E&S* *RSUI* *Safety National* *Scottsdale Insurance Co.* *State National* *Swiss Re* *Travelers* *Westchester Surplus Lines* *XL Insurance* *Zurich*

One statement CharterSAFE has heard from opportunistic insurance agents is that a JPA is costly. What they neglect to mention are the superior and appropriate limits, coverages, and services provided by a JPA. CharterSAFE works with over 900 school sites in California, and over the last 15 years, has gained a bird's eye view on claims trends specific to California charter schools. Coupling its insurance and risk management expertise, CharterSAFE is able to confidently recommend insurance limits, enhance coverages that it writes specific to its members' needs, and provide customized services to prevent losses for your school. All of these would be additional expenses you would have to pay on top of an insurance premium if you bought insurance separately. Additionally, CharterSAFE understands authorizer insurance and indemnity requirements and ensures all its members meet the requirements, so there is one less pressure in this political environment.

I'm still interested in insurance bidding on my own. What should I keep in mind?

The insurance process is fraught with pitfalls including a lack of transparency when it comes to limits, deductibles, coverages, conditions and all-important exclusions. It is also quite time-consuming.

Additionally, insurance bidding requires a lot of work and in-depth knowledge about insurance programs. School leaders rarely and should not be expected to have this expertise. Here are five key questions we encourage members to ask when bidding insurance:

1. Types of Coverage
   - What coverage exists for my board of directors, staff, students, and financial assets?
     (Did you know: some insurance providers erroneously provide School Board Legal Liability as a substitute for Directors and Officers Liability. This poses a potential risk to your nonprofit board members who make some of the most important decisions for your school.)
2. Coverage Limits, Deductibles
   - Are the limits at least authorizer-compliant?
3. Terms, Conditions and Exclusions
   - What isn't included, and how does that impact coverage?
4. Stability and Track Record of Insurer
   - How long has the insurer been writing charter school-specific insurance?
   - How many other charter schools does the insurer work with?

5. Included Services
    - What risk management and loss control services are offered, and what is the cost?

The CharterSAFE team is simply a call or email away in case you have any questions regarding coverage, terms, conditions, or exclusions during your due diligence review.

CHARTER SCHOOL RISK TRENDS AND MITIGATION.

What are the current trends I should be aware of and what is CharterSAFE providing for assistance?

Sexual Abuse/Molestation

It is a fact that sexual abuse and molestation is a pandemic deserving our full attention. Since 2010, CharterSAFE and its reinsurers have paid or reserved over $26,000,000 for claims involving staff-student molestation. Yes, it's shocking.

It becomes more shocking when you consider that the trend is as bad or worse for *all* youth-serving organizations, especially in California. A significant number of insurers are refusing to cover this risk and are backing out of California completely. It is difficult to determine whether the frequency of these events has risen or if reporting has become more common, but the cost has exponentially grown. Plaintiff attorneys have ratcheted up the typical demand for damages, affected students deal with higher levels of unwanted attention and frustration, school reputations have plummeted, and the lost funds means less investment in the classroom. It has become evident that drastic measures must be taken to preserve our education system. A change in school culture is critical.

CharterSAFE is committed to turning this around within the next three years - and we ask for each member to be part of the solution. What can you do?

- If you haven't already done so, adopt a robust and detailed Student/Staff Interaction Policy (we have a Boundaries Policy template available), train your staff, and vigorously enforce it.
- Comply with Ed Code 44050, which requires schools to provide parents with a copy of the boundaries policy (it can be included in the parent handbook) *and* on your website if you have one. Parents are often the first line of defense, especially when they check their child's social media or phone activity. The boundaries policy offers them tools to identify grooming behaviors and other "red flag" indicators.
- Add the voluntary sexual abuse prevention training module to your annual staff training (offered at no cost by CharterSAFE through SafeSchools.com).
- Take advantage of the WeTip anonymous reporting platform (offered at no cost by CharterSAFE).
- Absolutely take advantage of CharterSAFE's offer to provide in-person staff training on this critical topic. Contact Sue Bedard or Carly Weston for additional information.

Employee Embezzlement (and Theft by Vendors)

This is a trend that is very troubling and is contributing to recent negative press coverage about charter schools. The problem involves embezzlement by school leaders and by fiduciaries such as financial or benefits managers. Often, the fraud takes place over a period of years and involves long-time, respected employees or advisors. It is clear there is a weakness in the audit process at some schools and CMOs. Therefore, we highly recommend that internal controls be established and regularly reviewed to ensure effectiveness. Internal controls are policies and procedures put into place within an organization to ensure continuous accountability and reliability of all financial transactions.

Employment Related Claims Including Wage & Hour Violations
Allegations of employment discrimination, wrongful termination, retaliation, and wage and hour violations continue to vex charter schools. This is another area of coverage in which the insurance marketplace has dwindled and become more restrictive. These claims are especially costly when they involve back wages, unpaid meal and rest breaks, or payroll processing violations. Related fines and penalties are uninsurable, and deductibles are substantial. Qualified human resource expertise is an absolute necessity. CharterSAFE offers no-cost advisory services through our dedicated HR consulting team to help your organization shore up its personnel management structure.

Errors in Pension Plan Enrollment/Administration
Historically, there has been a great deal of confusion in charter schools about rules related to CalSTRS and CalPERS. When enrollment errors are made and compounded over the course of years, an expensive retroactive obligation may result. Both STRS and PERS have become very aggressive in finding these errors. We urge you to take steps to ensure that there are no loose ends in your pension programs, including 403b plans.

Cal OSHA Scrutiny and Fines
Most CharterSAFE members have received or will receive a safety and risk management evaluation that makes note of any compliance programs or plans that have not been adopted. This includes the Safe Schools Plan, Injury and Illness Prevention Plan (IIPP), Roof Access Plan, Heat Illness Plan, and more. Any work-related injury that involves overnight hospitalization requires an employer phone call to the local Cal/OSHA office. CharterSAFE reminds its member schools of this obligation when this type of injury occurs, which typically prompts a visit by an OSHA inspector who will ask to see the mandated plans. Failure to produce the plans and/or to prove that required training has been done will likely result in fines and penalties.

CONTACT OUR TEAM OF EXPERTS.

How can CharterSAFE help my school?

Your job is to focus on student achievement - not to be an insurance and risk management specialist. That's our job.

With over 15 years of experience in pooled insurance and proactive risk management services specifically tailored for California's charter schools, CharterSAFE knows your unique needs. We're your hands-on partner, providing movement-wide insurance and risk management expertise that schools often don't have access to (or the in-house budget to obtain). It's not just an insurance policy - it's a membership with access to services that elevate your school. Contact our team today for one-to-one support as your school navigates its insurance coverage and risk management service needs for the upcoming academic year. You can find our contact information and more information about us at www.chartersafe.org. We are here to help you make an informed choice that best meets your organization's needs.

888.901.0004 • info@chartersafe.org • www.chartersafe.org

Coversheet

Financial Report

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: B. Financial Report
Purpose: FYI
Submitted by:
Related Material:
TEACH_New PPT Template for Monthly Board Presentations - April 2019-Final.pdf

CHARTER IMPACT

TEACH Academy of Technologies, TEACH Tech Charter High School, TEACH Prep Elementary, TEACH Public Schools, and Cunningham & Morris, LLC

Monthly Financial Presentation – April 2019

April Highlights

- TEACH Academy, TEACH Tech, & TEACH Prep has projected positive cash flow, surplus and positive fund balances at year end.
- TEACH Tech fund balance projected to fall below 5% reserve requirement
- TPS: Positive cash flow, Deficit of $1.6K of and positive net fund balance projected at year-end
- P-2 reports submitted to CDE-
  - TEACH Academy P-2 ADA @ 389.40 vs. P1 ADA @ 399.80 (10.40),
  - TEACH Tech P-2 ADA @327.3 vs. P-1 ADA 336.24 (8.94)
  - TEACH Prep P-2 ADA @ 69.35 @ P1 ADA @ 71.20 (1.85)

CHARTER IMPACT

TEACH Academy of Technologies

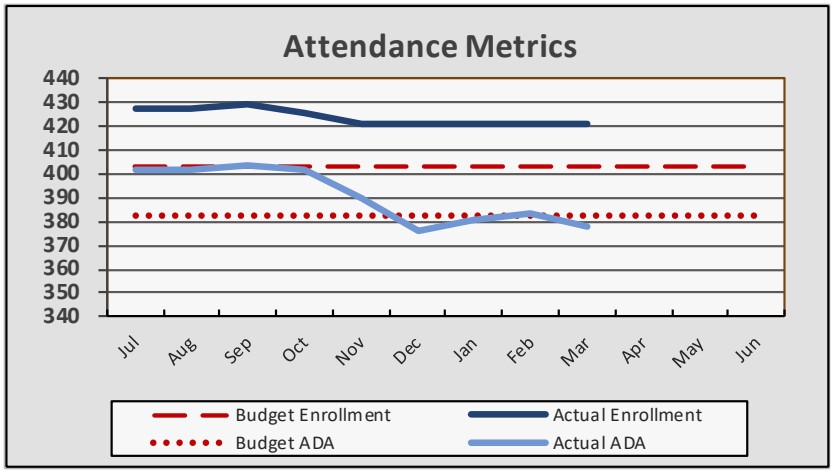
Monthly Financial Presentation – April 2019

TAT – Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	Average Actual	Forecast @ P2	Budget
Enrollment	424	420	403
ADA	390.73	389.40	383
Attendance Rate	92.2%	92.7%	95.0%
Unduplicated %	95.8%	95.8%	95.8%
Revenue per ADA		$13,987	$13,796
Expenses per ADA		$13,220	$11,975

Attendance Metrics



TAT - Revenue

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @ 6/30/2019	Budget	Fav/(UnFav)
Revenue						
State Aid-Rev Limit	$ 3,000,635	$ 2,823,277	$ 177,358	$ 4,025,141	$ 3,777,492	$ 247,648
Federal Revenue	462,815	383,841	78,973	557,934	495,789	62,145
Other State Revenue	701,418	571,424	129,995	843,855	1,008,415	(164,561)
Other Local Revenue	19,605	-	19,605	19,605	-	19,605
Total Revenue	**$ 4,184,473**	**$ 3,778,542**	**$ 405,931**	**$ 5,446,535**	**$ 5,281,697**	**$ 164,838**

See next slide for variance explanation(s)

TAT - Revenue

- **State Aid**: **Increase of $247K** as COLA rate increased from 3% per May revise budget to 3.70% per final approved budget June 27, 2018- also increase in P-1 ADA (16.80) compared to budget, subsequent increase of P-2 ADA by 6.40 compared to budget
- **Federal Revenue**: **Increase of $62K**. Title Funds increase of $18K as per updated CDE schedules, Nutrition increase by $28K as per increase in ADA- $14K in prior year CNIPS revenue received
- **Other State Revenue**: **Decrease of $164K** –
  - Decrease of $51K in One-Time State Mandate Cost as rates decreased from $340/ ADA per May revise budget to $184/ADA per update apportionment schedule from CDE-
  - Decrease of $131K in SB740- SB740 apportionment calculation only includes 2.71% increase p/y lease payments-increase in TAT rental payments after loss of High School allocation did not factor into funding determination. Will need to get updated calculation.
  - Prior Year Revenue increase of $50.1K from receipt PY17/18 SB740
  - Other State Revenue Decrease of $37.5K- ASES funding decrease by ($13K) as funding from Youth Policy Institute will need to be verified before forecasted. Receipt $5.9K for Low Performing Students Block Grant.

TAT – Expenses

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @ 6/30/2019	Budget	Fav/(UnFav)
Expenses						
Certificated Salaries	$ 1,090,976	$ 875,337	$ (215,639)	$ 1,326,671	$ 1,062,304	$ (264,367)
Classified Salaries	281,782	314,484	32,702	356,001	382,576	26,575
Benefits	407,324	354,446	(52,878)	501,925	427,768	(74,156)
Books and Supplies	387,196	358,242	(28,953)	488,489	417,187	(71,302)
Subagreement Services	224,529	203,115	(21,414)	285,811	251,140	(34,671)
Professional Services	804,259	801,111	(3,148)	996,719	971,498	(25,221)
Facilities	747,161	709,475	(37,686)	839,183	851,370	12,186
Operations	235,128	149,531	(85,597)	289,349	178,788	(110,562)
Depreciation	50,479	35,000	(15,479)	60,677	42,000	(18,677)
Interest	10,306	-	(10,306)	12,882	-	(12,882)
Total Expenses	**$ 4,239,139**	**$ 3,800,741**	**$ (438,398)**	**$ 5,157,707**	**$ 4,584,631**	**$ (573,076)**

Note: variance explanations are on next slide

TAT – Expenses (1 of 3)

- **Certificated Salaries increase of $264K** is mainly due to increase of $256K in Certificated Teachers as 6 additional teachers were added compared to budget. Certificated Substitute hours increased by $34K as these hours were not included in initial budget, Certificated Admin salaries decrease by $27.8K as some staff took unpaid leave
- **Classified Salaries decrease of $26.5K** is due is mainly due to:
  - Increase of $46K in Instructional Salaries as 5 additional employees added compared to budget.
  - Decrease of $31K in Clerical Salaries as 1 budgeted employee is now split between other 2 locations.
  - Decrease of $48K in Other Classified salaries as 1 employee reclassed to High School- there are still 3 open budgeted salaries were not paid for filled and removed from forecast.
- **Benefits increase of $74K** is due to $38K increase in STRS and $43K increase in Health and Welfare as per increase in Certificated Teachers and Instructional Staff as mentioned above

TAT – Expenses (2 of 3)

- **Books and Supplies increase of $71K** is mainly due to increase of $29K in software for software programs-Dreambox, Kickboard, Ellavation etc., Increase of $12K in Special Activities and $29k increase in children nutrition as per increase in ADA
  - Note combined $49K remaining to be spent for Textbook, School Supplies & Uniforms.
- **Subagreement Services increase of $34K** is mainly due to increase of $37K in security as traffic consultants used for crossing guards. Substitute teachers increased by $10.5.K
- **Professional/Consulting Services increase of $25K** and mainly consist $34K increase in management fees as per increase in revenue
- **Facilities decrease of $12K** s due to decrease in additional rent of $74K as modular leases were reclassed as capital leases and payments are reduction in liability account instead of expensed / Increase in repairs and maintenance of $66K for additional repairs and maintenance/ gardening services

TAT – Expenses (3 of 3)

- **Operations increase of $110K** and has variances within this cluster of expenses with the largest variances consisting of the following:
  - **Janitorial increase of $53K** as a result of increase in services-reclassed from repairs and maintenance account- LAUSD/Martinez/Republic Services
  - **Office Expense increase of $31K** and is due to additional office relocation expenses-no other material items to note
  - **Communications increase of $42K** and is due to increase in service requirements as well as payment of prior year invoices.

- **Depreciation increase of $18K** is due to increase in depreciable assets towards the end of last Fiscal Year and $63K for new leasehold improvements

- **Interest increase of $13K** and represent interest for the TEQ modular lease

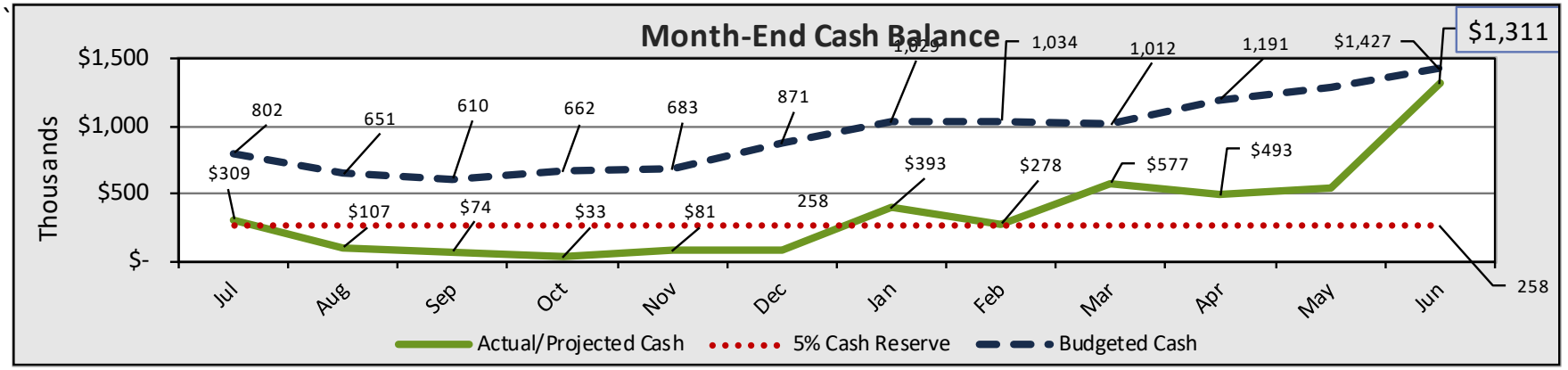
TAT – Fund Balance

- Net assets projected to end positively at year-end well over 5% reserve requirement of $258K.
- Includes $705K of intercompany receivables

	Year-to-Date			*Annual/Full Year*		
	Actual	Budget	Fav/(UnFav)	Forecast @ 6/30/2019	Budget	Fav/(UnFav)
Total Surplus(Deficit)	**$ (54,666)**	**$ (22,199)**	**$ (32,467)**	**$ 288,828**	**$ 697,066**	**$ (408,239)**
Beginning Fund Balance	1,959,876	1,959,876		1,959,876	1,959,876	
Ending Fund Balance	**$ 1,905,211**	**$ 1,937,678**		**$ 2,248,704**	**2,656,943**	
As a % of Annual Expenses	*36.9%*	*42.3%*		*43.6%*	*58.0%*	

TAT – Cash Balance

- Positive Cash Balance projected at year-end at $1.311M/121.36 ADCOH-above 45-DCOH bond requirement
- Includes $705K of projected receipt intercompany receivables



CHARTER IMPACT

TEACH Tech Charter High School

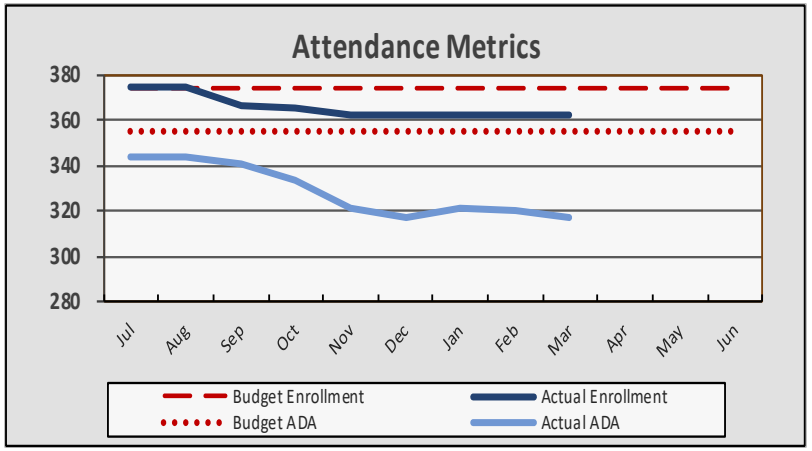
Monthly Financial Presentation – April 2019

TTHS – Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data	Average Actual	Forecast @P2	Budget
Enrollment	366	366	374
ADA	329.11	317.63	355
Attendance Rate	89.8%	86.7%	95.0%
Unduplicated %	92.2%	92.2%	79.7%
Revenue per ADA		$15,579	$15,158
Expenses per ADA		$15,438	$14,271

Attendance Metrics



TTHS - Revenue

- **State Aid: Decrease of $260K** is due to decrease of 18.76 in ADA @ P1 and subsequently decrease of 37.37 in ADA @ P2 compared to budget

- **Federal Revenue**: **Decrease of $49K** is mainly due to decrease of $83K in child nutrition as per decrease in ADA and consumption rates. Lunch variance will fluctuate as CNIPs data is uploaded. Offset by Title funds increase of $30K as forecast was updated per new apportionment schedules. P/Y revenue receive for Federal SPED of $10.5K

- **Other State Revenue**: **Decrease of $151K** – is mainly due to decrease of $40K One-Time State Mandate Cost rate from $340/ADA per May revise budget to $184/ADA updated apportionment schedule from CDE ~ Decrease of $109K in SB740 funds as ADA decrease by 37.37 compared to budget – Other State Revenue increase of $24K Includes $7,904 for new Low- Performing Student Block Grant and $13.9k in College Readiness Recognition revenue

- **Other Local Revenue**: **Increase of $24K** and consist of revenue for educational contract with Inspire Schools

	Year-to-Date			*Annual/Full Year*		
	Actual	Budget	Fav/(UnFav)	Forecast @6/30/2019	Budget	Fav/(UnFav)
Revenue						
State Aid-Rev Limit	$ 2,886,070	$ 2,858,086	$ 27,984	$ 3,936,189	$ 4,196,685	$ (260,496)
Federal Revenue	315,649	308,428	7,221	365,021	414,485	(49,464)
Other State Revenue	497,838	390,184	107,654	623,490	774,457	(150,967)
Other Local Revenue	23,730	-	23,730	23,730	-	23,730
Total Revenue	**$ 3,723,286**	**$ 3,556,697**	**$ 166,588**	**$ 4,948,429**	**$ 5,385,627**	**$ (437,198)**

TTHS - Expenses

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @6/30/2019	Budget	Fav/(UnFav)
Expenses						
Certificated Salaries	$ 832,266	$ 869,739	$ 37,473	$ 1,122,984	$ 1,185,526	$ 62,542
Classified Salaries	294,969	404,272	109,303	424,886	552,694	127,808
Benefits	316,078	378,218	62,140	428,783	510,468	81,685
Books and Supplies	337,443	320,137	(17,306)	425,900	400,501	(25,399)
Subagreement Services	85,277	60,200	(25,077)	123,813	83,600	(40,213)
Professional Services	646,782	687,468	40,685	887,714	938,620	50,906
Facilities	944,914	875,283	(69,631)	1,221,799	1,167,044	(54,755)
Operations	160,629	159,738	(891)	217,542	214,124	(3,418)
Depreciation	18,806	13,374	(5,432)	25,574	17,832	(7,742)
Total Expenses	**$ 3,637,163**	**$ 3,768,428**	**$ 131,265**	**$ 4,878,996**	**$ 5,070,409**	**$ 191,413**

Variance explanation on next slide (s)

TTHS – Expenses 1 of 2

- **Certificated Salaries decrease of $61K** is mainly due to:
  - **Decrease of $51K in Certificated Teachers-** one teacher reclassed to Admin
  - **Increase in Teacher Extra by $16K** stipends for additional duties
  - **Increase in Pupil Support Salaries of $67K** as 2 employees that were previously Classified were moved to Certificated status.
  - **Decrease of $84K in Certificated Admin** as one Admin position has been reclassed to Elementary.

- **Classified Salaried decrease of $140K-** is mainly due to decrease of $75K in Instructional Salaries as 2 employees were reclassed to Certificated. Decrease of $64K in Other Classified and reflects 4 active positions compared to 7 positions that were budgeted.

- **Benefits decrease of $84K** is mainly due to $100K decrease in PERS as $100K was budgeted, however no PERS for this location- Increase in Health and Welfare benefits of $41K- based on previous invoice trend-health benefits amounts could fluctuate based on new hires/personnel coverage.

TTHS – Expenses 2 of 2

- **Books and Supplies increase of $46K** is mainly due to:
  - Child Nutrition decrease of $71K as it's initially calculated as a percentage of Child Nutrition Revenue, forecasted amount will be updated as consumptions rate trends are determined- See Federal Revenue decrease as per decrease in ADA
  - Software increase of $59K and is mainly due to College Instructional materials purchased ($13K) and Edgenuity software ($45K)
  - Non-Cap Equipment increase of $16K as 100 Chromebooks were purchased, as well as Furniture from Red Hook
  - School Supplies and Uniforms combined increase of $35K as items were purchased for football.

Subagreement Services increase of $52K due is mainly due to increase in SPED services of $23K as a result of increase in demand for services and Security increase of $22K for crossing guard services

Professional Services decrease of $51K and is due $23K decrease in management fee as it's based on revenue and $23K in SPED encroachment as it's based on decrease in ADA

- **Facilities increase of $57K-** and is mainly due to $27K increase in additional rent for parking lot as well as $52K increase in repairs and maintenance and includes cost for furniture transport services of $25K, monthly gardening expense of $2,400.

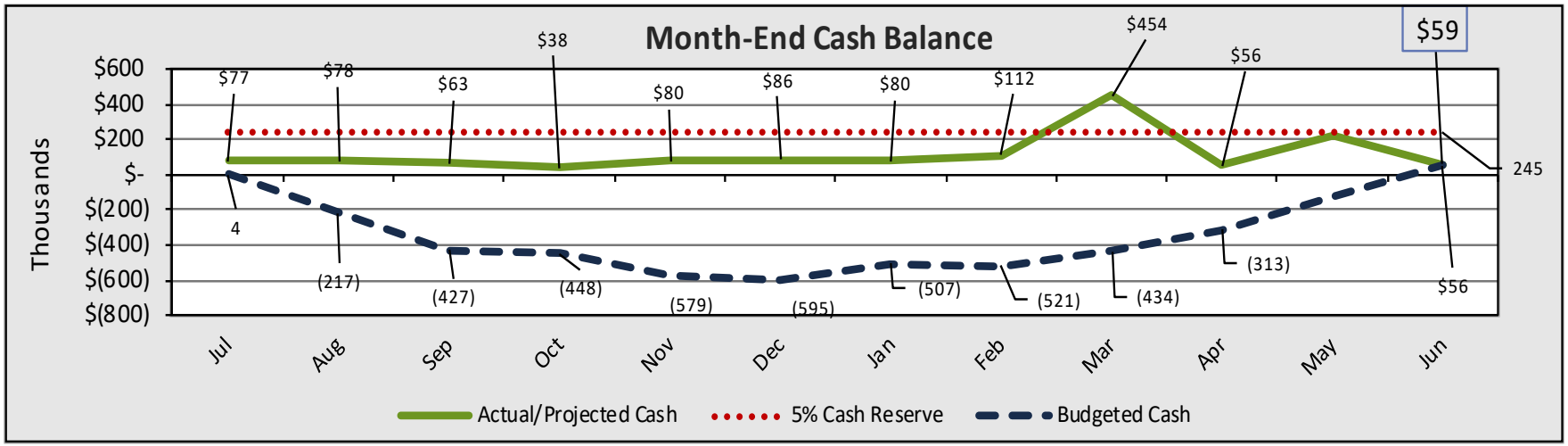
TTHS – Fund Balance

- Net asset projected to end positively however below 5% reserve requirement
- Includes ($400K) of intercompany payables

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @6/30/2019	Budget	Fav/(UnFav)
Total Surplus(Deficit)	**$ (337,982)**	**$ (646,373)**	**$ 308,390**	**$ 44,722**	**$ 315,218**	**$ (270,496)**
Beginning Fund Balance	(13,745)	(13,745)		(13,745)	(13,745)	
Ending Fund Balance	**$ (351,728)**	**$ (660,118)**		**$ 30,977**	**$ 301,473**	
As a % of Annual Expenses	*-7.2%*	*-13.0%*		*0.6%*	*5.9%*	

TTHS – Cash Balance

- Cash balance expected to end positively at $59K/21.30 DCOH below reserve amount of $245K
- Includes $400K in payments for intercompany payables



CHARTER IMPACT

TEACH Prep Elementary School

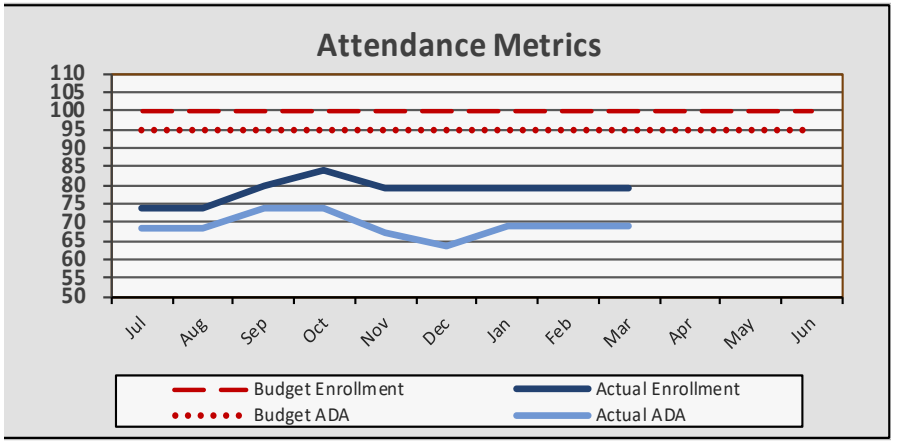
Monthly Financial Presentation – April 2019

TES – Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	Avg/Actual	Forecast @ P2	Budget
Enrollment	79	74	100
ADA	69	69	95
Attendance Rate	N/A	95.0%	95.0%
Unduplicated %	95.6%	85.5%	85.5%
Revenue per ADA		$ 20,865	$ 13,392
Expenses per ADA		$ 16,995	$ 12,845

Attendance Metrics



TES – Revenue

- **State Aid Revenue decrease of $249K** is mainly due to decrease in enrollment by 25 and decrease in ADA by 23.80 @P1 and subsequently decrease in ADA by 30 @ P2 compared to budget.
- **Federal Revenue increase of $143** is mainly due to increase of $170K for PCSGP grants as revenue was recognized/spent. Grant funds were not in initial approved budget. Offset by combined decrease of $20K in SPED ($5K) and Nutrition ($23K) and is due to decrease in enrollment/ADA
- **Other State Revenue decrease of $43K** is mainly due to decrease in all state funding as a result of enrollment/ADA decrease- (SPED by $12K) (Nutrition by $2.5K) & (SB740 by $28K)
- **Other Local Revenue increased by $325K** as Walton Grant was received in December

	Year-to-Date			*Annual*		
	Actual	Budget	Variance	Forecast @6/30/2019	Approved Budget	Variance
Revenue						
State Aid-Rev Limit	$ 584,707	$ 763,992	$ (179,285)	$ 767,322	$ 1,017,286	$ (249,964)
Federal revenue	219,313	61,608	157,705	234,991	92,196	142,795
Other state revenue	99,607	85,609	13,998	119,702	162,713	(43,011)
Other local revenue	325,000	-	325,000	325,000	-	325,000
Total Revenue	**1,228,627**	**911,209**	**317,418**	**1,447,015**	**1,272,195**	**174,820**

TES – Expenses & Fund Balance

	Year-to-Date			Annual		
	Actual	Budget	Variance	Forecast @6/30/2019	Budget	Variance
Expenses						
Certificated Salaries	208,953	251,522	(42,569)	254,163	301,826	(47,663)
Classified Salaries	75,249	80,000	(4,752)	97,806	96,000	1,806
Benefits	73,361	79,329	(5,968)	89,278	94,842	(5,564)
Books and supplies	106,528	144,236	(37,708)	163,241	162,809	432
Subagreement services	28,621	32,545	(3,924)	44,155	40,000	4,155
Professional services	187,068	200,085	(13,017)	237,863	239,669	(1,806)
Facilities	191,833	184,124	7,708	220,077	220,949	(872)
Operations	44,309	51,543	(7,234)	53,358	61,693	(8,335)
Depreciation	2,184	2,083	100	3,400	2,500	900
Total Expenses	**918,105**	**1,025,467**	**(107,362)**	**1,163,341**	**1,220,288**	**(56,947)**
Total Surplus(Deficit)	**$ 310,522**	**$ (114,258)**	**$ 424,780**	**$ 283,674**	**$ 51,907**	**$ 231,767**
Beginning Fund Balance				-	-	
Ending Fund Balance				**$ 283,674**	**$ 51,907**	
				24.4%		

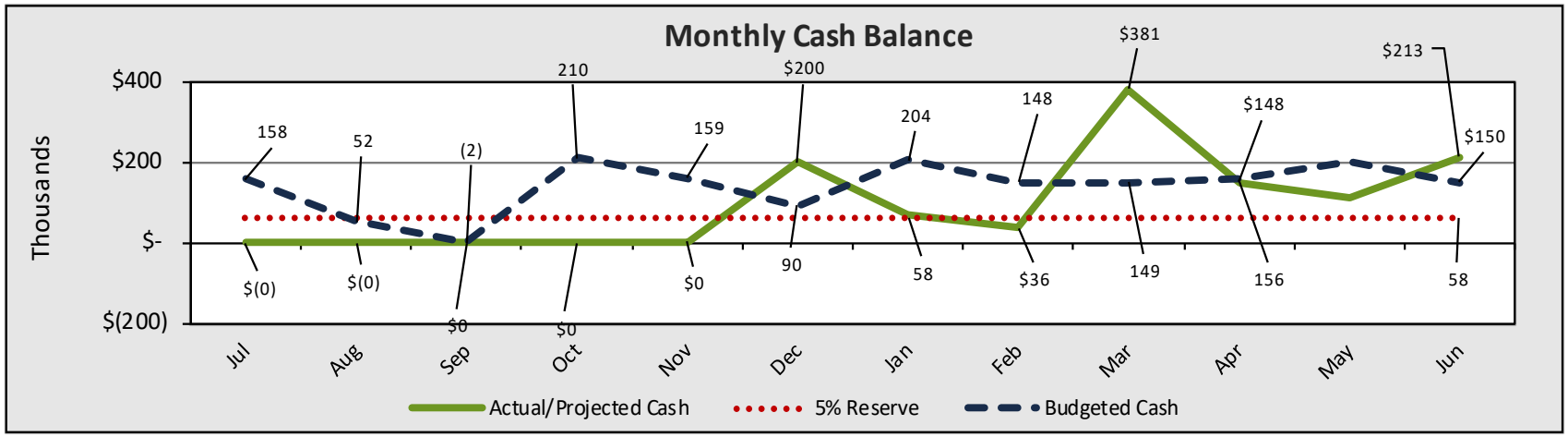
Note variance explanations on next slide (s)- Fund balance includes $79K in intercompany receivables

TES – Expense

- **Certificated Salaries decrease of $48K** is due to 3 teachers on staff compared to 4 teachers budgeted
- Classified Salaries decrease of 1.8K is due to $56K increase in Instructional Salaries offset by $40K decrease in Other Classified Salaries
- **Subagreement Services increase of $4K** and is mainly due to increase of $7K in substitute teachers as expected for new school opening/security increase of $10.5K as traffic crossing services were used
- **Operations increase of $8.3K** and has many variances within this cluster of expenses with the largest variances consisting of the following:
  - Insurance decrease of $8K- insurance cost lower than budgeted
  - Janitorial and Trash increase of $16K- Martinez services allocated to school
  - Communications decrease expense of $7.7K as service cost remain low for this location.

TES – Cash Balance

- Positive Cash Balance forecasted @$213K above 5% reserve of $58K
- Cash balance includes $79 of receipts for intercompany receivables



CHARTER IMPACT

TEACH Public Schools

Monthly Financial Presentation – April 2019

TPS – Revenue

- Revenue projected increase by $19K and is mainly based revenue of schools, although Academy's ADA increased there were significant decreases in the Prep's and TECH's ADA compared to budget

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Revenue						
Other Local Revenue	900,199	792,168	108,031	1,154,209	1,134,347	19,862
Total Revenue	$ 900,199	$ 792,168	$ 108,031	$ 1,154,209	$ 1,134,347	$ 19,862

TPS – Expenses

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 349,983	$ 338,888	$ (11,096)	$ 417,835	$ 406,665	$ (11,170)
Classified Salaries	170,594	125,294	(45,300)	210,907	152,444	(58,463)
Benefits	143,996	120,328	(23,668)	169,280	144,681	(24,599)
Books and Supplies	12,732	27,583	14,851	14,649	28,500	13,851
Subagreement Services	2,492	10,636	8,144	3,674	13,000	9,326
Professional Services	56,681	47,243	(9,438)	65,147	55,651	(9,496)
Facilities	109,512	137,792	28,280	139,984	165,350	25,366
Operations	85,188	55,270	(29,918)	95,784	64,600	(31,184)
Depreciation	9,035	6,667	(2,368)	10,978	8,000	(2,978)
Interest	27,618	-	(27,618)	27,618	-	(27,618)
Total Expenses	**$ 967,830**	**$ 869,700**	**$ (98,130)**	**$ 1,155,857**	**$ 1,038,891**	**$ (116,966)**

Note variance explanations on next slide(s)

TPS – Expense

- **Classified Salaries increase of $58K** and is mainly due to increase of $75K in Classified Administrator as new position added not on original budget~ decrease in Other Classified Salaries of $33K as Social Worker's actual hours worked less than budgeted

- **Benefits Increase of $24K-** mainly due to $26K decrease in PERS as this amount was in budget however no PERS for this location- Increase of $52K in Benefits and is based on participation in program.

- **Books and Supplies** increase of $14K and represents expense $11K increase in Non-Cap Equipment for purchases of computer equipment

- **Facilities decrease of $25K** and is due to $21K increase in additional rent for NNC Charges for current lease and $41K increase in repairs and maintenance for additional repairs, offset by tax decrease of $74K for property tax exemption refund.

TPS – Expense

- **Operations increase of $31K** and is mainly due to:
  - Auto Travel increase of $18K for conference travel
  - Janitorial increase of $11K for Martinez services and supplies
  - Office expense increase of $15K for various office purchases
- **Interest Expense increase of $27K** and represents interest for loan

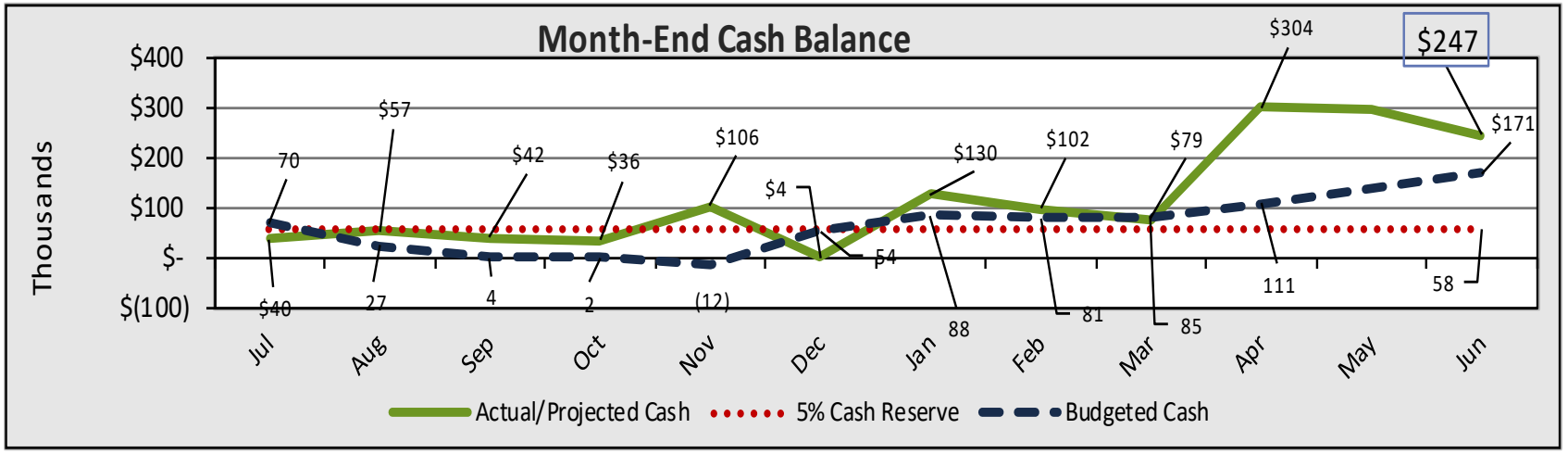
TPS – Fund Balance

- Deficit is projected at year-end and positive net asset balance
- Includes net ($60K) intercompany payables/receivables

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Total Surplus(Deficit)	$ (67,631)	$ (77,532)	$ 9,900	$ (1,648)	$ 95,456	$ (97,105)
Beginning Fund Balance	41,444	41,444		41,444	41,444	
Ending Fund Balance	$ (26,187)	$ (36,088)		$ 39,796	$ 136,900	
As a % of Annual Expenses	*-2.3%*	*-3.5%*		*3.4%*	*13.2%*	

TPS – Cash Balance

- Cash Balance forecasted @$247K and is above budgeted amount of $171K
- Forecasted cash amount includes receipt and payment of net intercompany receivables and payables of **($60K)**



TPS, Inc. – Financial Position

Teach Public Schools, Inc.

Statement of Financial Position

April 30, 2019

	Teach Academy of Technologies	Teach Tech Charter High School	Teach Prep Elementary School	Teach Public Schools	Cunningham & Morris LLC	Eliminations	Combined Teach Public Schools Inc
Assets							
Current Assets							
Cash & Cash Equivalents	$ 492,745	$ 55,885	$ 148,407	$ 304,365	$ 53,506		$ 1,054,909
Accounts Receivable	30,660	-	8,365	24,000	8,649		71,674
Public Funding Receivables	138,889	203,838	72,516	-	-		415,243
Due To/From Related Parties	705,426	(400,331)	38,499	(341,978)	(1,617)		0
Prepaid Expenses	73,328	120,246	6,894	35,464	-		235,932
Short-Term Investment - Money Market Funds	-	-	-	-	849,289		849,289
Total Current Assets	**1,441,047**	**(20,362)**	**274,682**	**21,852**	**909,826**	-	**2,627,046**
Long Term Assets							
Property & Equipment, Net	1,171,174	148,552	58,125	63,305	10,279,999		11,721,155
Deposits	9,900	158,517	250	17,580	-		186,247
Deferred Lease Asset	-	-	-	-	262,489	(262,489)	-
Investments	-	-	-	-	570,000		570,000
Valuation of Treasury Notes	-	-	-	-	(2,810)		(2,810)
Valuation of Treasury Bond	-	-	-	-	3,621		3,621
Total Long Term Assets	**1,181,074**	**307,069**	**58,375**	**80,885**	**11,113,299**	**(262,489)**	**12,478,213**
Total Assets	**$ 2,622,121**	**$ 286,707**	**$ 333,057**	**$ 102,737**	**$ 12,023,125**	**$ (262,489)**	**$ 15,105,259**

TPS, Inc. – Financial Position

Teach Public Schools, Inc.

Statement of Financial Position

April 30, 2019

	Teach Academy of Technologies	Teach Tech Charter High School	Teach Prep Elementary School	Teach Public Schools	Cunningham & Morris LLC	Eliminations	Combined Teach Public Schools Inc
Liabilities							
Current Liabilities							
Accounts Payable	$ 8,400	$ -	$ -	$ 836	$ -		$ 9,235
Accrued Liabilities	122,404	26,597	9,256	110,410	-		268,667
Interest Payable	-	-	-	-	299,677		299,677
Deferred Rent, Current Portion	-	-	-	17,679	-		17,679
Total Current Liabilities	**130,803**	**26,597**	**9,256**	**128,924**	**299,677**	-	**595,258**
Long Term Liabilities							
Deferred Rent, Net of Current Portion	249,210	611,838	13,279	-	-	(262,489)	611,838
Capital Lease, Net of Current Portion	336,897	-	-	-	-		336,897
Bonds Payable, Net of Current Portion	-	-	-	-	12,530,000		12,530,000
Bond Issuance Cost	-	-	-	-	(270,025)		(270,025)
Discount on Bonds	-	-	-	-	(218,294)		(218,294)
Total Long Term Liabilities	**586,107**	**611,838**	**13,279**	-	**12,041,681**	**(262,489)**	**12,990,417**
Total Liabilities	**716,910**	**638,435**	**22,535**	**128,924**	**12,341,358**	**(262,489)**	**13,585,675**
Total Net Assets	**1,905,211**	**(351,728)**	**310,522**	**(26,187)**	**(318,233)**		**1,519,585**
Total Liabilities and Net Assets	**$ 2,622,121**	**$ 286,707**	**$ 333,057**	**$ 102,737**	**$ 12,023,125**	**(262,489)**	**$ 15,105,259**

Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Forecast 18/19
- Budget vs. Actual
- Statement of Financial Position
- AP Aging
- Monthly Check Register
- 60-Day Compliance Calendar

TEACH Academy of Technologies

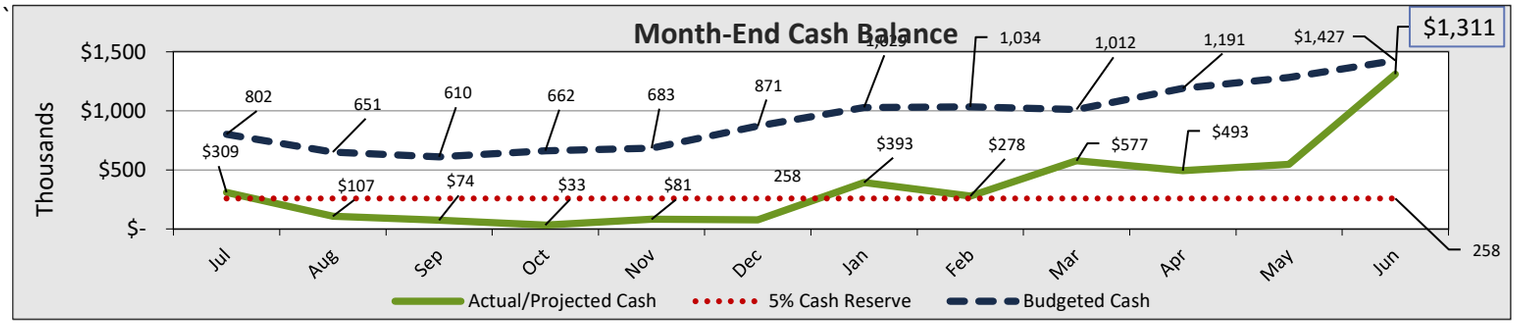
Board Summary

April 30, 2019

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @ 6/30/2019	Budget	Fav/(UnFav)
Revenue						
State Aid-Rev Limit	$ 3,000,635	$ 2,823,277	$ 177,358	$ 4,025,141	$ 3,777,492	$ 247,648
Federal Revenue	462,815	383,841	78,973	557,934	495,789	62,145
Other State Revenue	701,418	571,424	129,995	843,855	1,008,415	(164,561)
Other Local Revenue	19,605	-	19,605	19,605	-	19,605
Total Revenue	**$ 4,184,473**	**$ 3,778,542**	**$ 405,931**	**$ 5,446,535**	**$ 5,281,697**	**$ 164,838**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @ 6/30/2019	Budget	Fav/(UnFav)
Expenses						
Certificated Salaries	$ 1,090,976	$ 875,337	$ (215,639)	$ 1,326,671	$ 1,062,304	$ (264,367)
Classified Salaries	281,782	314,484	32,702	356,001	382,576	26,575
Benefits	407,324	354,446	(52,878)	501,925	427,768	(74,156)
Books and Supplies	387,196	358,242	(28,953)	488,489	417,187	(71,302)
Subagreement Services	224,529	203,115	(21,414)	285,811	251,140	(34,671)
Professional Services	804,259	801,111	(3,148)	996,719	971,498	(25,221)
Facilities	747,161	709,475	(37,686)	839,183	851,370	12,186
Operations	235,128	149,531	(85,597)	289,349	178,788	(110,562)
Depreciation	50,479	35,000	(15,479)	60,677	42,000	(18,677)
Interest	10,306	-	(10,306)	12,882	-	(12,882)
Total Expenses	**$ 4,239,139**	**$ 3,800,741**	**$ (438,398)**	**$ 5,157,707**	**$ 4,584,631**	**$ (573,076)**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @ 6/30/2019	Budget	Fav/(UnFav)
Total Surplus(Deficit)	**$ (54,666)**	**$ (22,199)**	**$ (32,467)**	**$ 288,828**	**$ 697,066**	**$ (408,239)**
Beginning Fund Balance	1,959,876	1,959,876		1,959,876	1,959,876	
Ending Fund Balance	**$ 1,905,211**	**$ 1,937,678**		**$ 2,248,704**	**2,656,943**	
As a % of Annual Expenses	*36.9%*	*42.3%*		*43.6%*	*58.0%*	



TEACH Tech Charter High School

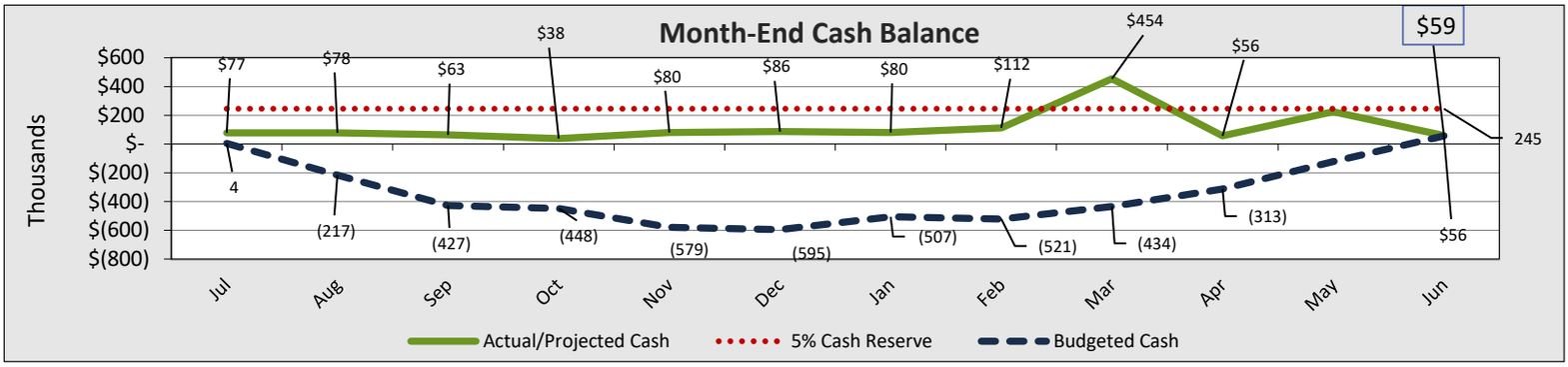
Board Summary

April 30, 2019

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @6/30/2019	Budget	Fav/(UnFav)
Revenue						
State Aid-Rev Limit	$ 2,886,070	$ 2,858,086	$ 27,984	$ 3,936,189	$ 4,196,685	$ (260,496)
Federal Revenue	315,649	308,428	7,221	365,021	414,485	(49,464)
Other State Revenue	497,838	390,184	107,654	623,490	774,457	(150,967)
Other Local Revenue	23,730	-	23,730	23,730	-	23,730
Total Revenue	**$ 3,723,286**	**$ 3,556,697**	**$ 166,588**	**$ 4,948,429**	**$ 5,385,627**	**$ (437,198)**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @6/30/2019	Budget	Fav/(UnFav)
Expenses						
Certificated Salaries	$ 929,901	$ 975,001	$ 45,101	$ 1,123,713	$ 1,185,526	$ 61,814
Classified Salaries	325,823	453,746	127,923	412,434	552,694	140,260
Benefits	350,420	422,301	71,881	425,784	510,468	84,683
Books and Supplies	373,570	346,925	(26,646)	446,524	400,501	(46,023)
Subagreement Services	109,216	68,000	(41,216)	135,706	83,600	(52,106)
Professional Services	721,949	771,501	49,552	887,888	938,620	50,732
Facilities	1,047,933	972,537	(75,396)	1,224,273	1,167,044	(57,229)
Operations	179,992	178,200	(1,792)	217,600	214,124	(3,477)
Depreciation	22,465	14,860	(7,605)	29,783	17,832	(11,951)
Total Expenses	**$ 4,061,268**	**$ 4,203,070**	**$ 141,802**	**$ 4,903,707**	**$ 5,070,409**	**$ 166,702**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(UnFav)	Forecast @6/30/2019	Budget	Fav/(UnFav)
Total Surplus(Deficit)	**$ (337,982)**	**$ (646,373)**	**$ 308,390**	**$ 44,722**	**$ 315,218**	**$ (270,496)**
Beginning Fund Balance	(13,745)	(13,745)		(13,745)	(13,745)	
Ending Fund Balance	**$ (351,728)**	**$ (660,118)**		**$ 30,977**	**$ 301,473**	
As a % of Annual Expenses	*-7.2%*	*-13.0%*		*0.6%*	*5.9%*	

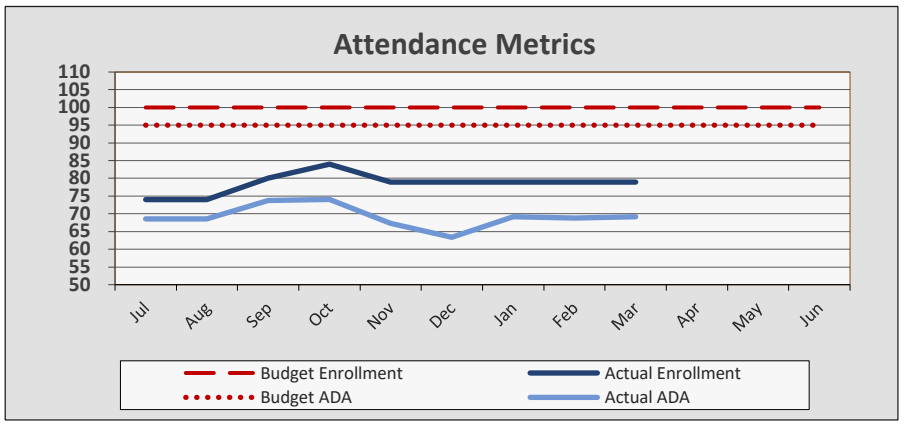


TEACH Elementary School

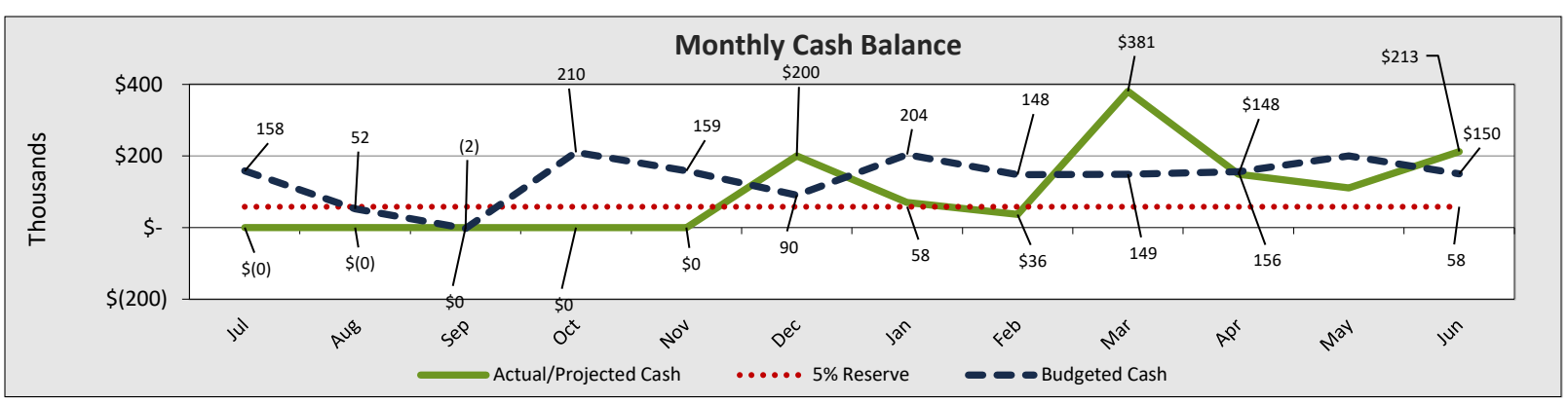
Board Summary

April 30, 2019

Enrollment & Per Pupil Data			
	Avg/Actual	***Forecast @ P2***	***Budget***
Enrollment	*79*	*74*	*100*
ADA	*69*	*69*	*95*
Attendance Rate	*N/A*	*95.0%*	*95.0%*
Unduplicated %	*95.6%*	*85.5%*	*85.5%*
Revenue per ADA		*$ 20,865*	*$ 13,392*
Expenses per ADA		*$ 16,775*	*$ 12,845*



	Year-to-Date			Annual		
	Actual	Budget	Variance	Forecast @6/30/2019	Approved Budget	Variance
Revenue						
State Aid-Rev Limit	$ 584,707	$ 763,992	$ (179,285)	$ 767,322	$ 1,017,286	$ (249,964)
Federal revenue	219,313	61,608	157,705	234,991	92,196	142,795
Other state revenue	99,607	85,609	13,998	119,702	162,713	(43,011)
Other local revenue	325,000	-	325,000	325,000	-	325,000
Total Revenue	**1,228,627**	**911,209**	**317,418**	**1,447,015**	**1,272,195**	**174,820**
Expenses						
Certificated Salaries	208,953	251,522	(42,569)	254,163	301,826	(47,663)
Classified Salaries	75,249	80,000	(4,752)	97,806	96,000	1,806
Benefits	73,361	79,329	(5,968)	89,278	94,842	(5,564)
Books and supplies	106,528	144,236	(37,708)	163,241	162,809	432
Subagreement services	28,621	32,545	(3,924)	44,155	40,000	4,155
Professional services	187,068	200,085	(13,017)	237,863	239,669	(1,806)
Facilities	191,833	184,124	7,708	220,077	220,949	(872)
Operations	44,309	51,543	(7,234)	53,358	61,693	(8,335)
Depreciation	2,184	2,083	100	3,400	2,500	900
Total Expenses	**918,105**	**1,025,467**	**(107,362)**	**1,163,341**	**1,220,288**	**(56,947)**
Total Surplus(Deficit)	**$ 310,522**	**$ (114,258)**	**$ 424,780**	**$ 283,674**	**$ 51,907**	**$ 231,767**
Beginning Fund Balance				-	-	
Ending Fund Balance				**$ 283,674**	**$ 51,907**	
				24.4%		



TEACH Public Schools

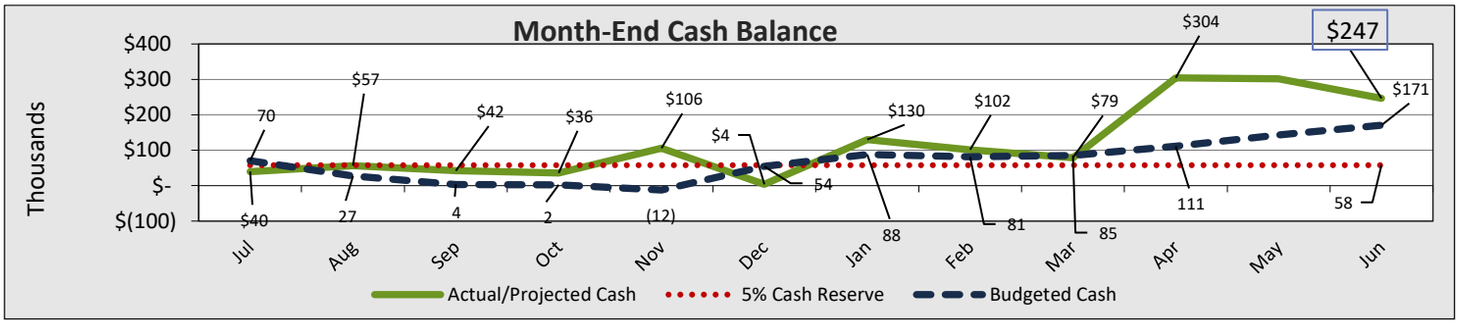
Board Summary

April 30, 2019

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Revenue						
Other Local Revenue	900,199	792,168	108,031	1,154,209	1,134,347	19,862
Total Revenue	**$ 900,199**	**$ 792,168**	**$ 108,031**	**$ 1,154,209**	**$ 1,134,347**	**$ 19,862**

	Year-to-Date			Annual/Full Year		
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Benefits	143,996	120,328	(23,668)	169,280	144,681	(24,599)
Books and Supplies	12,732	27,583	14,851	14,649	28,500	13,851
Subagreement Services	2,492	10,636	8,144	3,674	13,000	9,326
Professional Services	56,681	47,243	(9,438)	65,147	55,651	(9,496)
Facilities	109,512	137,792	28,280	139,984	165,350	25,366
Operations	85,188	55,270	(29,918)	95,784	64,600	(31,184)
Depreciation	9,035	6,667	(2,368)	10,978	8,000	(2,978)
Interest	27,618	-	(27,618)	27,618	-	(27,618)
Total Expenses	**$ 967,830**	**$ 869,700**	**$ (98,130)**	**$ 1,155,857**	**$ 1,038,891**	**$ (116,966)**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Total Surplus(Deficit)	**$ (67,631)**	**$ (77,532)**	**$ 9,900**	**$ (1,648)**	**$ 95,456**	**$ (97,105)**
Beginning Fund Balance	41,444	41,444		41,444	41,444	
Ending Fund Balance	**$ (26,187)**	**$ (36,088)**		**$ 39,796**	**$ 136,900**	
As a % of Annual Expenses	*-2.3%*	*-3.5%*		*3.4%*	*13.2%*	



TEACH Academy of Technologies

Monthly Cash Flow/Budget FY18-19

Revised 5/20/2019

ADA = 389.40

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues															**ADA =**	**382.85**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	107,430	107,430	193,374	193,374	193,374	193,374	193,374	285,938	285,938	285,938	285,938	273,648	**2,599,130**	2,448,357	150,772
8012 Education Protection Account	-	-	123,609	-	-	123,610	-	-	203,453	-	-	-	80,805	**531,477**	484,499	46,978
8019 State Aid - Prior Year	-	71	-	-	-	-	-	-	5	(978)	(978)	(978)	-	**(2,858)**	-	(2,858)
8096 In Lieu of Property Taxes	48,247	96,495	64,330	64,330	64,330	64,330	64,330	112,577	153,796	64,495	71,834	71,834	(43,534)	**897,392**	844,636	52,756
	48,247	203,996	295,369	257,704	257,704	381,314	257,704	305,951	643,192	349,455	356,794	356,794	310,919	**4,025,141**	**3,777,492**	**247,648**
Federal Revenue																
8181 Special Education - Entitlement	3,967	7,935	5,290	5,290	5,290	5,290	5,421	9,289	15,106	5,571	7,490	7,490	(7,496)	**75,933**	74,656	1,277
8220 Federal Child Nutrition	-	-	-	57,433	-	37,065	26,305	16,758	27,318	30,202	29,211	29,211	29,211	**282,714**	254,354	28,360
8290 Title I, Part A - Basic Low Income	-	-	-	38,647	-	118,342	-	-	-	-	-	-	-	**156,989**	150,617	6,372
8291 Title II, Part A - Teacher Quality	-	-	-	4,494	-	13,423	-	-	-	-	-	-	2	**17,919**	16,163	1,756
8296 Other Federal Revenue	-	-	-	-	2,500	-	7,500	-	-	-	-	-	-	**10,000**	-	10,000
8299 Prior Year Federal Revenue	-	(21)	-	-	14,400	-	-	-	-	-	-	-	-	**14,379**	-	14,379
	3,967	7,914	5,290	105,864	22,190	174,120	39,226	26,047	42,424	35,773	36,701	36,701	21,717	**557,934**	**495,789**	**62,145**
Other State Revenue																
8311 State Special Education	11,768	23,537	15,691	15,691	15,691	15,691	16,118	27,563	44,824	16,532	15,992	15,992	(40,943)	**194,147**	190,881	3,266
8520 Child Nutrition	-	-	-	4,568	(0)	2,976	2,130	1,355	2,202	2,452	2,698	2,698	2,452	**23,531**	23,495	37
8545 School Facilities (SB740)	-	-	-	-	-	-	228,886	-	1,262	-	-	-	76,716	**306,864**	438,363	(131,499)
8550 Mandated Cost	-	-	-	-	-	5,442	30,671	-	-	-	-	30,671	-	**66,784**	117,603	(50,819)
8560 State Lottery	-	-	-	-	-	-	17,151	-	-	25,197	-	-	33,196	**75,544**	74,273	1,271
8598 Prior Year Revenue	-	-	-	(2,944)	1,064	-	8,389	44,212	-	-	-	-	-	**50,720**	-	50,720
8599 Other State Revenue	-	-	-	-	-	2,964	87,254	-	33,082	-	2,964	-	-	**126,265**	163,800	(37,535)
	11,768	23,537	15,691	17,314	16,755	27,073	390,599	73,129	81,371	44,181	21,654	49,361	71,421	**843,855**	**1,008,415**	**(164,561)**
Other Local Revenue																
8689 Other Fees and Contracts	-	-	-	-	-	19,605	-	-	-	-	-	-	-	**19,605**	-	19,605
	-	-	-	-	-	19,605	-	-	-	-	-	-	-	**19,605**	**-**	**19,605**
Total Revenue	**63,983**	**235,446**	**316,350**	**380,882**	**296,648**	**602,112**	**687,529**	**405,128**	**766,987**	**429,409**	**415,149**	**442,856**	**404,057**	**5,446,535**	**5,281,697**	**164,838**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	84,752	88,413	85,447	83,245	83,245	78,103	78,103	79,388	83,245	83,312	83,312	-	**910,564**	654,488	(256,076)
1170 Teachers' Substitute Hours	-	1,225	5,800	3,675	4,525	3,125	1,925	3,850	3,850	4,875	1,100	-	-	**33,950**	-	(33,950)
1175 Teachers' Extra Duty/Stipends	-	-	-	-	-	-	-	-	1,443	722	-	-	-	**2,165**	-	(2,165)
1200 Pupil Support Salaries	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	5,660	-	**67,925**	67,925	-
1300 Administrators' Salaries	21,658	28,324	21,272	21,272	21,272	28,324	28,324	28,324	28,324	28,324	28,325	28,325	-	**312,067**	339,891	27,824
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
	27,318	119,962	121,145	116,054	114,702	120,354	114,012	115,937	118,666	122,826	118,397	117,297	-	**1,326,671**	**1,062,304**	**(264,367)**
Classified Salaries																
2100 Instructional Salaries	94	6,226	15,479	12,653	13,765	13,576	7,511	14,395	16,062	9,957	11,720	11,720	-	**133,157**	87,120	(46,037)
2200 Support Salaries	-	-	-	-	320	1,072	928	1,784	-	1,032	800	800	-	**6,736**	-	(6,736)
2400 Clerical and Office Staff Salaries	717	7,836	10,854	9,097	10,660	10,123	6,373	10,942	11,678	7,708	12,934	12,934	-	**111,854**	142,560	30,706
2900 Other Classified Salaries	5,990	6,486	6,942	6,566	7,166	6,262	9,677	10,829	10,941	10,085	11,655	11,655	-	**104,254**	152,896	48,642
	6,801	20,548	33,275	28,316	31,911	31,032	24,488	37,949	38,680	28,782	37,109	37,109	-	**356,001**	**382,576**	**26,575**
Benefits																
3101 STRS	4,447	18,638	18,403	18,988	17,904	19,169	18,248	18,248	19,201	19,996	19,240	19,061	-	**211,542**	172,943	(38,599)
3202 PERS	1,228	3,725	4,649	3,159	3,759	3,212	2,996	4,064	4,364	3,614	7,576	7,576	-	**49,922**	69,246	19,324
3301 OASDI	411	1,601	2,553	1,989	2,176	2,099	1,629	2,579	2,382	1,861	2,652	2,652	-	**24,583**	23,720	(863)
3311 Medicare	484	2,021	2,225	2,092	2,122	2,184	1,997	2,219	2,269	2,186	2,324	2,308	-	**24,431**	20,951	(3,481)
3401 Health and Welfare	9,345	11,026	11,546	7,533	14,051	13,090	18,873	8,530	13,742	13,737	13,389	13,389	-	**148,250**	105,000	(43,250)
3501 State Unemployment	-	2,852	2,443	632	696	515	8,510	5,033	1,781	1,118	980	980	-	**25,539**	15,680	(9,859)
3601 Workers' Compensation	1,118	5,125	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,118	1,244	1,228.42	-	**17,657**	20,228	2,571
3901 Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
	17,033	44,987	42,937	35,512	41,824	41,386	53,370	41,790	44,856	43,629	47,406	47,195	-	**501,925**	**427,768**	**(74,156)**

TEACH Academy of Technologies

Monthly Cash Flow/Budget FY18-19

Revised 5/20/2019

ADA = 389.40

		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	-	12,785	-	1,094	7,424	400	1,001	7,250	2,261	-	6,976	6,976	-	**46,166**	46,166	(0)
4200	Books and Reference Materials	-	641	-	-	-	-	-	13	-	124	99	99	-	**975**	974	(1)
4302	School Supplies	-	-	-	-	-	-	-	-	-	101	4,449	4,449	-	**8,998**	8,998	0
4303	Special Activities/Field Trips	-	9,790	-	-	1,205	(450)	-	-	9,208	3,320	500	500		**24,073**	11,638	(12,435)
4304	Uniforms	-	-	-	(1,680)	1,056	3,069	279	-	5,584	-	3,328	3,328	-	**14,963**	14,963	0
4305	Software	486	1,245	4,487	7,759	1,548	12,516	6,344	2,622	4,092	6,329	4,500	4,500	-	**56,428**	26,600	(29,828)
4400	Noncapitalized Equipment	-	-	2,179	(1,120)	2,731	13,938	(11,399)	1,835	1,559	684	9,796	9,796	-	**30,000**	30,000	0
4700	Food Services	-	25,700	33,117	2,407	26,618	48,076	(10,752)	71,000	35,202	33,521	35,000	7,000	-	**306,888**	277,848	(29,039)
		486	50,161	39,783	8,460	40,581	77,549	(14,526)	82,720	57,905	44,079	64,647	36,647	-	**488,489**	**417,187**	**(71,302)**
Subagreement Services																	
5102	Special Education	-	-	4,906	13,945	15,306	125	1,549	7,736	-	7,672	6,540	6,540	-	**64,320**	65,400	1,080
5103	Substitute Teacher	-	156	1,849	8,902	5,308	1,114	6,255	2,924	6,952	14,759	4,182	4,182	-	**56,583**	46,000	(10,583)
5104	Transportation	-	-	-	-	-	-	-	-	-	-	374	374	-	**748**	3,740	2,992
5105	Security	150	2,195	4,014	4,936	4,385	2,109	5,797	1,123	4,042	5,866	4,545	4,545	-	**43,707**	6,000	(37,707)
5106	Other Educational Consultants	-	-	25,175	(1,041)	3,758	4,298	10,826	45,898	(7,251)	8,791	15,000	15,000	-	**120,454**	130,000	9,546
		150	2,350	35,945	26,743	28,757	7,646	24,427	57,680	3,743	37,088	30,641	30,641	-	**285,811**	**251,140**	**(34,671)**
Professional/Consulting Services																	
5801	IT	741	419	1,739	6,426	419	419	(5,588)	419	1,959	161	1,167	1,167	-	**9,448**	14,000	4,552
5802	Audit & Taxes	-	2,000	-	-	1,125	-	2,031	1,052	-	-	-	-	-	**6,208**	5,000	(1,208)
5803	Legal	-	18,325	-	-	212	475	(475)	-	-	-	500	500	-	**19,537**	15,000	(4,537)
5804	Professional Development	-	6,907	-	45	225	-	-	8,250	822	797	3,477	3,477	-	**24,000**	24,000	0
5805	General Consulting	808	845	812	-	1,225	11,770	-	1,345	1,900	5,575	4,800	4,800	-	**33,880**	48,000	14,120
5810	Payroll Service Fee	-	-	188	-	-	-	822	185	-	-	400	400	-	**1,995**	4,800	2,805
5811	Management Fee	12,601	32,620	39,183	39,075	31,214	55,186	65,156	71,101	70,208	53,410	45,469	48,447	45,148	**608,818**	574,814	(34,004)
5812	District Oversight Fee	1,918	3,835	2,557	2,557	2,557	2,557	2,557	4,475	9,653	2,894	3,568	3,568	(2,445)	**40,251**	37,775	(2,476)
5813	County Fees	-	-	-	-	2,152	-	-	1,910	-	-	-	-	1,250	**5,312**	5,000	(312)
5814	SPED Encroachment	12,824	25,648	17,099	17,099	17,099	17,099	17,099	29,923	48,663	17,948	24,660	24,660	(22,552)	**247,269**	243,110	(4,159)
		28,892	90,600	61,579	65,202	56,228	87,506	81,602	118,659	133,206	80,785	84,041	87,019	21,401	**996,719**	**971,498**	**(25,221)**
Facilities, Repairs and Other Leases																	
5601	Rent	58,372	58,372	58,372	58,372	58,372	58,372	58,372	58,372	58,372	58,372	58,372	58,372	-	**700,468**	700,470	2
5602	Additional Rent	-	-	-	-	-	(11,236)	-	-	-	-	-	-	-	**(11,236)**	62,400	73,636
5603	Equipment Leases	2,955	-	3,532	-	-	8,595	7,620	2,364	3,214	3,095	4,665	4,665	-	**40,704**	35,000	(5,704)
5604	Other Leases	-	-	-	-	-	-	-	-	-	-	125	125	-	**250**	1,500	1,250
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	42,969	1,000	(41,969)	-	**2,000**	12,000	10,000
5610	Repairs and Maintenance	17,200	11,416	7,597	3,393	4,280	14,165	19,794	8,355	22,654	(8,523)	3,333	3,333	-	**106,997**	40,000	(66,997)
		78,527	69,788	69,501	61,765	62,652	69,896	85,786	69,092	84,240	95,914	67,496	24,527	-	**839,183**	**851,370**	**12,186**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	-	-	-	-	125	125	-	**250**	4,500	4,250
5203	Business Meals	-	-	-	-	-	-	-	-	-	-	125	125	-	**250**	1,500	1,250
5300	Dues & Memberships	212	212	212	947	212	212	272	-	-	-	375	375	-	**3,029**	4,500	1,471
5400	Insurance	2,194	2,194	2,194	2,194	2,194	2,194	2,194	2,194	2,194	2,194	2,194	2,194	-	**26,332**	25,000	(1,332)
5501	Utilities	940	406	9,622	4,788	3,877	3,749	3,093	3,152	2,975	3,108	3,500	3,500	-	**42,711**	56,038	13,326
5502	Janitorial/Trash Removal	837	2,356	915	5,864	3,424	1,500	1,697	18,399	6,082	15,854	5,000	5,000	-	**66,928**	13,000	(53,928)
5510	Office Expense	3,943	-	8,321	-	3,052	4,892	5,109	(2,808)	3,039	2,083	2,000	20,000	-	**49,632**	18,000	(31,632)
5511	Postage and Shipping	-	989	215	243	-	-	25	155	26	-	100	100	-	**1,853**	1,000	(853)
5512	Printing	-	-	-	254	832	-	-	-	-	-	100	100	-	**1,286**	1,000	(286)
5513	Other taxes and fees	281	1,375	512	8	1,288	(1,288)	224	394	63	555	400	400	-	**4,212**	4,000	(212)
5514	Bank Charges	-	40	27	-	8	8	8	43	8	-	25	25	-	**192**	250	58
5900	Communications	438	3,359	4,869	19,394	9,028	21,373	2,848	9,230	11,601	2,201	4,167	4,167	-	**92,674**	50,000	(42,674)
		8,845	10,932	26,888	33,693	23,916	32,640	15,471	30,759	25,988	25,996	18,111	36,111	-	**289,349**	**178,788**	**(110,562)**
Depreciation																	
6900	Depreciation Expense	4,738	4,386	4,386	5,362	4,869	4,869	5,099	5,099	5,380	6,290	5,099	5,099	-	**60,677**	42,000	(18,677)
		4,738	4,386	4,386	5,362	4,869	4,869	5,099	5,099	5,380	6,290	5,099	5,099	-	**60,677**	**42,000**	**(18,677)**

TEACH Academy of Technologies

Monthly Cash Flow/Budget FY18-19

Revised 5/20/2019

ADA = 389.40

CHARTER IMPACT

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Interest																
7438 Interest Expense	-	-	-	-	-	5,153	1,288	1,288	1,288	1,288	1,288	1,288	-	**12,882**	-	(12,882)
	-	-	-	-	-	5,153	1,288	1,288	1,288	1,288	1,288	1,288	-	**12,882**	**-**	**(12,882)**
Total Expenses	**172,789**	**413,714**	**435,439**	**381,106**	**405,439**	**478,031**	**391,018**	**560,973**	**513,953**	**486,676**	**474,234**	**422,933**	**21,401**	**5,157,707**	**4,584,631**	**(573,076)**
Monthly Surplus (Deficit)	**(108,806)**	**(178,268)**	**(119,090)**	**(224)**	**(108,791)**	**124,081**	**296,511**	**(155,846)**	**253,034**	**(57,267)**	**(59,085)**	**19,923**	**382,656**	**288,828**	**697,067**	**(408,239)**
														6%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(108,806)	(178,268)	(119,090)	(224)	(108,791)	124,081	296,511	(155,846)	253,034	(57,267)	(59,085)	19,923	382,656	**288,828**	**1.50**	
Cash flows from operating activities															**Coverage 1.20**	
Depreciation/Amortization	4,738	4,386	4,386	5,362	4,869	4,869	5,099	5,099	5,380	6,290	5,099	5,099	-	**60,677**		
Public Funding Receivables	123,218	97,472	(108,146)	36,823	106,059	(298,380)	141,286	114,498	122,650	(14,539)	106,236	32,653	(404,057)	**55,772**		
Grants and Contributions Rec.	-	-	-	-	-	(14,605)	19,605	-	-	-		-	-	**5,000**		
Due To/From Related Parties	(304,241)	(136,504)	(197,614)	(44,715)	126,258	172,683	(29,018)	(114,394)	(15,679)	(1,699)	-	705,426	-	**160,500**		
Prepaid Expenses	(9,794)	(7,939)	5,779	(3,919)	(28,857)	18,534	(25,148)	(7,225)	(16,764)	12,647	-	-	-	**(62,686)**		
Other Assets	-	-	-	-	-	-	-	-	(5,000)	-	-	-	-	**(5,000)**		
Accounts Payable	(109,270)	55,093	75,112	(728)	(76,527)	9,385	(60,215)	13,770	(16,464)	8,400	-	-	21,401	**(80,043)**		
Accrued Expenses	73,489	10,259	(23,524)	(26,410)	35,120	(13,801)	(5,033)	27,118	(15,614)	10,998	-	-	-	**72,604**		
Other Liabilities	5,778	5,778	5,778	5,778	5,778	5,778	5,778	5,778	5,779	5,779	5,778	5,778	-	**69,341**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(63,546)	(52,743)	(48,116)	(13,116)	(10,645)	-	(27,600)	-	(13,500)	(50,621)	-	-	-	**(279,887)**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	372,360	-	(4,433)	(13,299)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	-	**328,031**		
Total Change in Cash	(388,434)	(202,466)	(33,075)	(41,148)	48,831	(4,755)	316,832	(115,635)	299,389	(84,446)	53,595	764,446				
Cash, Beginning of Month	697,651	309,217	106,751	73,676	32,528	81,359	76,604	393,436	277,801	577,191	492,745	546,340	**121.36**	**ADCOH**		
Cash, End of Month	**309,217**	**106,751**	**73,676**	**32,528**	**81,359**	**76,604**	**393,436**	**277,801**	**577,191**	**492,745**	**546,340**	**1,310,787**				

TEACH Tech Charter High School

Monthly Cash Flow/Budget FY18-19

Revised 5/20/2019

ADA = 317.63

		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																**ADA =**	**355.30**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	127,060	127,060	228,708	228,708	228,708	228,708	228,708	385,959	385,959	385,959	385,959	198,821	**3,140,317**	3,341,769	(201,453)
8012	Education Protection Account	-	-	12,977	-	-	12,977	-	-	24,406	-	-	-	13,166	**63,526**	71,060	(7,534)
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	88	88	88	88	-	**352**	-	352
8096	In Lieu of Property Taxes	37,572	75,145	50,096	50,096	50,096	50,096	50,096	87,669	160,846	54,242	61,466	61,466	(56,893)	**731,994**	783,856	(51,862)
		37,572	202,205	190,133	278,804	278,804	291,781	278,804	316,377	571,299	440,289	447,513	447,513	155,093	**3,936,189**	**4,196,685**	**(260,496)**
Federal Revenue																	
8181	Special Education - Entitlement	3,090	6,179	4,119	4,119	4,119	4,119	4,222	7,234	15,680	4,686	6,394	6,394	(8,418)	**61,938**	69,284	(7,346)
8220	Federal Child Nutrition	-	-	-	37,399	-	18,981	12,778	8,022	14,372	16,762	15,000	15,000	15,000	**153,313**	236,184	(82,871)
8290	Title I, Part A - Basic Low Income	-	-	-	28,515	-	87,325	-	-	-	-	-	-	-	**115,840**	97,938	17,902
8291	Title II, Part A - Teacher Quality	-	-	-	3,362	-	10,041	-	-	-	-	-	-	2	**13,405**	11,079	2,326
8296	Other Federal Revenue	-	-	-	-	2,500	-	7,500	-	-	-	-	-	-	**10,000**	-	10,000
8299	Prior Year Federal Revenue	-	(15)	-	-	10,541	-	-	-	-	-	-	-	-	**10,525**	-	10,525
		3,090	6,164	4,119	73,395	17,160	120,466	24,499	15,256	30,052	21,448	21,394	21,394	6,584	**365,021**	**414,485**	**(49,464)**
Other State Revenue																	
8311	State Special Education	9,165	18,329	12,219	12,219	12,219	12,219	12,552	21,464	46,526	13,904	13,888	13,888	(40,229)	**158,364**	177,145	(18,782)
8520	Child Nutrition	-	-	-	3,518	-	1,888	1,319	679	1,212	1,401	2,143	2,143	2,768	**17,072**	21,816	(4,744)
8545	School Facilities (SB740)	-	-	-	-	-	-	192,497	(43,651)	74,423	-	-	-	74,423	**297,692**	406,819	(109,126)
8550	Mandated Cost	-	-	-	-	-	11,739	23,884	-	-	-	-	23,884	-	**59,507**	99,749	(40,242)
8560	State Lottery	-	-	-	-	-	-	13,295	-	-	19,533	-	-	28,792	**61,620**	68,928	(7,308)
8598	Prior Year Revenue	-	53	-	(4,636)	834	-	8,612	-	-	-	-	-	-	**4,862**	-	4,862
8599	Other State Revenue	-	-	-	-	-	17,939	2,481	-	-	-	3,952	-	-	**24,372**	-	24,372
		9,165	18,382	12,219	11,102	13,053	43,785	254,641	(21,507)	122,161	34,838	19,983	39,915	65,754	**623,490**	**774,457**	**(150,967)**
Other Local Revenue																	
8689	Other Fees and Contracts	-	-	-	-	-	23,730	-	-	-	-	-	-	-	**23,730**	-	23,730
		-	-	-	-	-	23,730	-	-	-	-	-	-	-	**23,730**	**-**	**23,730**
Total Revenue		**49,826**	**226,750**	**206,472**	**363,301**	**309,017**	**479,762**	**557,945**	**310,125**	**723,512**	**496,574**	**488,890**	**508,822**	**227,432**	**4,948,429**	**5,385,627**	**(437,198)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	5,833	71,514	72,666	73,260	75,857	75,611	78,454	81,052	46,052	75,218	73,474	73,474	-	**802,466**	853,875	51,408
1170	Teachers' Substitute Hours	-	-	-	-	3,200	3,000	2,600	-	-	-	-	-	-	**8,800**	-	(8,800)
1175	Teachers' Extra Duty/Stipends	-	-	1,000	1,333	1,333	8,666	-	2,666	1,333	1,333	-	-	-	**17,664**	-	(17,664)
1200	Pupil Support Salaries	12,410	12,176	12,414	3,127	9,020	8,054	12,743	9,125	9,968	8,023	9,260	9,260	-	**115,583**	67,925	(47,659)
1300	Administrators' Salaries	18,716	6,488	13,977	20,727	13,977	7,227	7,227	7,227	42,227	13,061	14,172	14,172	-	**179,199**	263,727	84,528
		36,960	90,179	100,058	98,448	103,388	102,559	101,025	100,070	99,580	97,635	96,906	96,906	-	**1,123,713**	**1,185,526**	**61,814**
Classified Salaries																	
2100	Instructional Salaries	1,830	9,511	15,465	14,490	12,944	13,763	8,479	15,630	18,303	14,743	21,313	21,313	-	**167,781**	242,880	75,099
2400	Clerical and Office Staff Salaries	3,314	8,812	10,532	9,805	10,195	6,658	4,349	7,912	8,400	5,625	10,214	10,214	-	**96,029**	96,800	771
2900	Other Classified Salaries	14,823	18,448	17,339	13,300	10,078	9,929	7,920	11,092	11,651	10,486	11,779	11,779	-	**148,625**	213,014	64,389
		19,966	36,771	43,336	37,595	33,217	30,350	20,748	34,634	38,353	30,854	43,306	43,306	-	**412,434**	**552,694**	**140,260**
Benefits																	
3101	STRS	6,017	14,681	16,127	16,027	14,951	15,999	16,447	16,291	16,212	15,895	15,295	15,295	-	**179,236**	193,004	13,768
3202	PERS	-	445	-	-	-	-	-	(445)	-	-	-	-	-	**-**	100,038	100,038
3301	OASDI	1,230	2,270	2,677	2,321	2,050	1,872	1,278	2,134	2,361	1,896	3,159	3,159	-	**26,406**	34,267	7,861
3311	Medicare	815	1,833	2,066	1,960	1,968	1,917	1,755	1,932	1,978	1,841	2,084	2,084	-	**22,234**	25,204	2,971
3401	Health and Welfare	11,176	12,242	12,456	9,481	17,366	15,478	15,652	11,163	10,496	12,564	14,250	14,250	-	**156,575**	115,000	(41,575)
3501	State Unemployment	493	1,758	944	123	304	208	7,488	4,039	1,955	804	882	882	-	**19,881**	18,620	(1,261)
3601	Workers' Compensation	1,342	5,349	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	2,012	2,012	-	**21,453**	24,335	2,882
3901	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		21,073	38,579	35,612	31,254	37,982	36,816	43,962	36,457	34,344	34,343	37,682	37,682	-	**425,784**	**510,468**	**84,683**

TEACH Tech Charter High School

Monthly Cash Flow/Budget FY18-19

Revised 5/20/2019

ADA = 317.63

		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	-	-	5,521	5,182	-	-	1,851	120	-	-	13,664	13,664	-	**40,000**	40,000	(0)
4200	Books and Reference Materials	-	-	279	-	-	270	-	1,070	-	-	2,941	2,941	-	**7,500**	7,500	0
4302	School Supplies	-	-	12,521	3,675	-	-	5,595	6,053	1,243	2,736	1,200	1,200	-	**34,223**	7,000	(27,223)
4303	Special Activities/Field Trips	438	253	375	6,806	2,600	-	7,217	7,095	850	4,769	500	500	-	**31,402**	25,000	(6,402)
4304	Uniforms	-	-	9,069	8,250	-	-	-	-	-	-	100	100	-	**17,519**	8,000	(9,519)
4305	Software	340	1,099	762	18,783	422	4,124	7,359	1,401	37,453	8,655	2,083	2,083	-	**84,564**	25,000	(59,564)
4400	Noncapitalized Equipment	1,036	12,000	280	(753)	29,146	-	-	600	1,919	-	500	500	-	**45,228**	30,000	(15,228)
4700	Food Services	-	19,000	20,749	20,910	13,816	13,680	(5,961)	31,749	21,196	19,968	15,490	15,490	-	**186,087**	258,001	71,914
		1,814	32,352	49,556	62,853	45,984	18,074	16,062	48,086	62,661	36,128	36,477	36,477	-	**446,524**	**400,501**	**(46,023)**
Subagreement Services																	
5102	Special Education	-	3,068	1,457	9,111	11,487	-	11,951	-	230	8,581	6,182	6,182	-	**58,248**	35,000	(23,248)
5103	Substitute Teacher	-	-	1,596	5,992	4,462	318	5,548	552	1,825	2,276	1,818	1,818	-	**26,204**	20,000	(6,204)
5104	Transportation	-	-	-	-	-	-	-	-	-	-	145	145	-	**291**	1,600	1,309
5105	Security	-	6,883	120	1,382	527	515	2,114	1,053	3,032	5,656	2,900	2,900	-	**27,081**	5,000	(22,081)
5106	Other Educational Consultants	1,958	-	-	3,990	2,190	-	270	300	3,347	7,427	2,200	2,200	-	**23,882**	22,000	(1,882)
		1,958	9,950	3,173	20,474	18,666	833	19,883	1,905	8,433	23,939	13,245	13,245	-	**135,706**	**83,600**	**(52,106)**
Professional/Consulting Services																	
5801	IT	741	419	419	419	419	419	419	419	4,219	161	500	500	-	**9,055**	15,000	5,945
5802	Audit & Taxes	-	2,000	-	-	1,125	-	2,031	1,052	-	-	-	-	-	**6,208**	5,000	(1,208)
5803	Legal	-	3,866	1,919	808	(599)	-	-	-	-	-	417	417	-	**6,827**	5,000	(1,827)
5804	Professional Development	-	-	745	-	-	-	-	6,178	500	-	4500	4500	-	**16,423**	19,000	2,577
5805	General Consulting	808	555	11,815	30	773	14,963	-	2,625	875	5,290	800	800	-	**39,333**	32,000	(7,333)
5810	Payroll Service Fee	-	326	188	-	-	-	822	185	-	-	400	400	-	**2,322**	4,800	2,478
5811	Management Fee	11,616	28,489	31,944	44,384	32,351	45,811	54,004	58,061	72,157	51,703	52,556	54,698	24,449	**562,223**	585,238	23,015
5812	District Oversight Fee	1,796	3,591	2,394	2,394	2,394	2,394	2,394	4,190	11,392	2,919	4,475	4,475	(5,447)	**39,362**	41,967	2,605
5813	County Fees	-	-	-	-	1,568	-	-	1,622	-	-	-	-	1,250	**4,440**	5,000	560
5814	SPED Encroachment	9,987	19,973	13,316	13,316	13,316	13,316	13,316	23,302	50,510	15,094	21,031	21,031	(25,813)	**201,695**	225,616	23,920
		24,948	59,219	62,741	61,351	51,347	76,903	72,986	97,635	139,653	75,167	84,679	86,821	(5,561)	**887,888**	**938,620**	**50,732**
Facilities, Repairs and Other Leases																	
5601	Rent	90,965	90,703	90,965	90,965	90,965	90,965	90,964	88,934	90,964	90,964	90,962	90,962	-	**1,089,279**	1,091,544	2,265
5602	Additional Rent	-	-	-	-	-	-	-	8,086	5,333	5,333	5,333	5,333	-	**29,418**	2,500	(26,918)
5603	Equipment Leases	-	-	3,532	-	-	-	-	-	-	-	-	-	-	**3,532**	22,000	18,468
5604	Other Leases	-	-	-	-	-	-	-	-	-	-	83	83	-	**167**	1,000	833
5605	Real/Personal Property Taxes	-	-	-	-	-	12,375	12,375	-	-	-	-	(24,750)	-	**0**	-	(0)
5610	Repairs and Maintenance	18,259	13,426	4,572	4,107	3,655	13,718	17,767	3,320	8,001	6,721	4,167	4,167	-	**101,877**	50,000	(51,877)
		109,224	104,129	99,068	95,072	94,620	117,058	121,107	100,339	104,298	103,019	100,545	75,795	-	**1,224,273**	**1,167,044**	**(57,229)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	2,000	2,000
5203	Business Meals	-	-	-	-	-	-	106	-	-	285	17	17	-	**424**	200	(224)
5300	Dues & Memberships	167	167	812	902	167	1,187	(150)	-	-	-	125	125	-	**3,501**	1,500	(2,001)
5400	Insurance	2,036	2,036	2,036	2,036	2,036	2,036	2,036	2,036	2,036	2,036	2,036	2,036	-	**24,437**	20,000	(4,437)
5501	Utilities	7,828	7,256	7,877	764	10,459	4,383	3,890	4,421	4,080	4,611	4,500	4,500	-	**64,569**	87,324	22,754
5502	Janitorial/Trash Removal	1,430	2,001	644	3,853	644	1,811	1,661	14,633	5,285	10,084	5,000	5,000	-	**52,045**	21,000	(31,045)
5510	Office Expense	3,943	43	5,970	4,535	136	2,230	657	(2,263)	266	93	2,500	2,500	-	**20,609**	30,000	9,391
5511	Postage and Shipping	-	67	54	222	32	104	814	63	-	-	200	200	-	**1,756**	2,000	244
5512	Printing	-	-	1,309	-	9,907	-	-	-	-	-	200	200	-	**11,616**	2,000	(9,616)
5513	Other taxes and fees	-	-	-	17	-	-	35	282	125	-	300	300	-	**1,060**	3,000	1,940
5514	Bank Charges	45	-	-	-	-	-	-	-	-	15	10	10	-	**80**	100	20
5515	Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	1,000	1,000	-	**2,000**	10,000	8,000
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5520	Scholarship Expense	-	500	-	-	-	500	-	2,200	-	-	-	-	-	**3,200**	-	(3,200)
5900	Communications	1,339	1,345	1,777	2,011	(2,234)	12,010	2,789	2,817	2,378	2,239	2,917	2,917	-	**32,303**	35,000	2,697
		16,788	13,415	20,480	14,339	21,147	24,261	11,839	24,189	14,171	19,363	18,804	18,804	-	**217,600**	**214,124**	**(3,477)**
Depreciation																	
6900	Depreciation Expense	1,558	1,715	1,715	1,715	1,732	1,732	2,256	2,725	3,659	3,659	3,659	3,659	-	**29,783**	17,832	(11,951)
		1,558	1,715	1,715	1,715	1,732	1,732	2,256	2,725	3,659	3,659	3,659	3,659	-	**29,783**	**17,832**	**(11,951)**
Total Expenses		**234,289**	**386,310**	**415,738**	**423,100**	**408,081**	**408,584**	**409,867**	**446,040**	**505,153**	**424,105**	**435,303**	**412,696**	**(5,561)**	**4,903,707**	**5,070,409**	**166,702**
Monthly Surplus (Deficit)		**(184,463)**	**(159,560)**	**(209,266)**	**(59,799)**	**(99,064)**	**71,179**	**148,077**	**(135,915)**	**218,359**	**72,469**	**53,587**	**96,126**	**232,993**	**44,722**	**315,218**	**(270,496)**

TEACH Tech Charter High School

Monthly Cash Flow/Budget FY18-19

Revised 5/20/2019

ADA = 317.63

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
														1%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(184,463)	(159,560)	(209,266)	(59,799)	(99,064)	71,179	148,077	(135,915)	218,359	72,469	53,587	96,126	232,993	**44,722**	**0.84**	
Cash flows from operating activities															**Coverage 1.25**	
Depreciation/Amortization	1,558	1,715	1,715	1,715	1,732	1,732	2,256	2,725	3,659	3,659	3,659	3,659	-	**29,783**		
Public Funding Receivables	195,510	71,121	(1,603)	(43,728)	61,420	(135,164)	(57,001)	72,930	58,839	(9,461)	89,807	113,831	(227,432)	**189,070**		
Due To/From Related Parties	164,250	42,893	78,193	(17,394)	214,453	57,019	(45,173)	134,570	110,676	(496,511)	-	(400,331)	-	**(157,354)**		
Prepaid Expenses	(9,034)	66	67,498	9,763	(86,021)	20,063	(14,601)	(21,045)	(15,971)	8,125	-	-	-	**(41,159)**		
Other Assets	(65,817)	6,600	(20,550)	-	-	-	2,700	(5,333)	-	-	-	-	-	**(82,400)**		
Accounts Payable	(30,923)	12,631	57,443	46,074	(82,554)	1,522	(30,783)	375	(13,213)	-	-	-	(5,561)	**(44,988)**		
Accrued Expenses	10,145	15,141	(11,026)	14,565	10,578	(20,130)	(4,292)	(15,362)	4,818	2,476	-	-	-	**6,912**		
Deferred Revenue						(13,987)								**(13,987)**		
Other Liabilities	23,257	22,996	23,257	23,257	23,257	23,257	21,226	21,226	21,226	21,226	21,226	21,226	-	**266,642**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	(13,200)	-	-	(1,395)	-	(27,663)	(22,500)	(46,539)	-	-	-	-	**(111,297)**		
Total Change in Cash	104,483	403	(14,339)	(25,547)	42,406	5,491	(5,254)	31,672	341,855	(398,017)	168,279	(165,488)				
Cash, Beginning of Month	(27,268)	77,214	77,617	63,278	37,732	80,138	85,629	80,375	112,047	453,902	55,885	224,164	**21.30**	**ADCOH**		
Cash, End of Month	**77,214**	**77,617**	**63,278**	**37,732**	**80,138**	**85,629**	**80,375**	**112,047**	**453,902**	**55,885**	**224,164**	**58,675**				

TEACH Elementary School

Monthly Cash Flow/Budget FY 18-19

Revised 5/13/2019

ADA = 69.35

CHARTER IMPACT

		Prior Year P2 and PENSEC Estimates							P-1				P-2		Annual Forecast	Original Budget Total	Variance
		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Deferral Amount			
Revenues																ADA = 95.00	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	-	-	-	-	-	316,721	-	58,105	58,105	58,104	58,104	47,698	**596,837**	788,699	(191,862)
8012	Education Protection Account	-	-	-	-	-	-	-	-	10,664	-	-	-	-	**10,664**	19,000	(8,336)
8096	In Lieu of Property Taxes	-	-	-	-	69,820	13,299	13,299	23,273	9,935	11,486	10,567	10,567	(2,426)	**159,821**	209,587	(49,766)
		-	-	-	-	69,820	13,299	330,020	23,273	78,704	69,591	68,671	68,671	45,272	**767,322**	**1,017,286**	**(249,964)**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	5,741	1,094	1,121	1,920	1,322	992	928	928	(522)	**13,523**	18,525	(5,002)
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8220	Federal Child Nutrition	-	-	-	9,211	-	6,927	5,298	3,281	5,881	6,002	4,781	4,781	4,781	**50,944**	73,671	(22,727)
8294	Title V, Part B - PCSG	-	72,488	-	38,312	-	-	53,846	-	(1)	5,879	-	-	-	**170,524**	-	170,524
8299	Prior Year Federal Revenue	-	-	-	-	(1)	-	-	-	-	-	-	-	-	**(1)**	-	(1)
		-	72,488	-	47,523	5,741	8,021	60,264	5,201	7,202	12,872	5,709	5,709	4,259	**234,991**	**92,196**	**142,795**
Other State Revenue																	
8311	State Special Education	-	-	-	-	17,030	3,244	3,332	5,698	3,922	2,944	1,833	1,833	(5,231)	**34,606**	47,405	(12,799)
8520	Child Nutrition	-	-	-	411	-	314	245	283	507	513	424	424	424	**3,544**	6,533	(2,989)
8545	School Facilities (SB740)	-	-	-	-	-	-	30,572	-	-	30,592	-	-	20,388	**81,552**	108,775	(27,223)
		-	-	-	411	17,030	3,558	34,149	5,981	4,429	34,050	2,257	2,257	15,580	**119,702**	**162,713**	**(43,011)**
Other Local Revenue																	
8990	Contributions, Restricted	-	-	-	-	-	325,000	-	-	-	-	-	-	-	**325,000**	-	325,000
		-	-	-	-	-	325,000	-	-	-	-	-	-	-	**325,000**	**-**	**325,000**
Total Revenue		**-**	**72,488**	**-**	**47,934**	**92,591**	**349,878**	**424,433**	**34,455**	**90,335**	**116,513**	**76,638**	**76,637**	**65,111**	**1,447,015**	**1,272,195**	**174,820**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	-	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	-	**166,156**	211,826	(45,670)
1300	Administrators' Salaries	7,500	7,500	7,500	7,500	5,507	7,500	7,500	7,500	7,500	7,500	7,500	7,500	-	**88,007**	90,000	(1,993)
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		7,500	22,605	22,605	22,605	20,612	22,605	22,605	22,605	22,605	22,605	22,605	22,605	-	**254,163**	**301,826**	**(47,663)**
Classified Salaries																	
2100	Instructional Salaries	-	6,341	7,859	7,419	6,873	5,546	3,995	7,235	7,783	5,034	8,322	8,322	-	**74,728**	18,000	56,728
2400	Clerical and Office Staff Salaries	782	2,835	2,872	2,454	2,279	2,013	1,110	1,100	1,104	616	2,957	2,957	-	**23,078**	38,000	(14,922)
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	40,000	(40,000)
		782	9,176	10,731	9,873	9,152	7,559	5,105	8,335	8,887	5,650	11,278	11,278	-	**97,806**	**96,000**	**1,806**
Benefits																	
3101	STRS	1,221	3,680	3,680	3,680	2,792	3,680	3,680	3,680	3,680	3,228	3,709	3,709	-	**40,420**	49,140	(8,720)
3301	OASDI	48	569	665	612	567	469	316	513	543	343	958	958	-	**6,562**	5,952	610
3311	Medicare	120	461	483	471	432	435	399	445	452	405	545	545	-	**5,193**	5,772	(579)
3401	Health and Welfare	-	-	-	2,004	7,651	3,560	2,827	2,125	1,843	2,192	2,000	2,000	-	**26,200**	24,000	2,200
3501	State Unemployment	434	1,330	853	170	124	340	1,687	878	530	123	221	221	-	**6,910**	4,410	2,500
3601	Workers' Compensation	294	294	294	294	294	294	294	294	294	294	526	526	-	**3,992**	5,568	(1,576)
		2,118	6,334	5,976	7,232	11,860	8,777	9,204	7,935	7,342	6,585	7,959	7,959	-	**89,278**	**94,842**	**(5,565)**
Books and Supplies																	
4100	Textbooks and Core Materials	-	-	-	-	-	29,542	-	-	-	-	500	500	-	**30,542**	13,300	17,242
4200	Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	1,188	1,188	-	**2,375**	2,375	-
4302	School Supplies	-	-	-	-	-	-	1,029	-	-	-	1,148	1,148	-	**3,325**	3,325	-
4303	Special Activities/Field Trips	-	-	-	-	-	-	-	-	-	-	1,000	1,000	-	**2,000**	2,000	-
4304	Uniforms	-	-	-	-	1,013	-	-	-	-	-	4,481	4,481	-	**9,975**	9,975	-
4305	Software	-	-	-	-	-	3,207	-	136	190	190	1,274	1,274	-	**6,270**	6,270	-
4400	Noncapitalized Equipment	-	-	-	-	-	4,784	11,978	484	-	331	11,886	11,886	-	**41,350**	41,350	-
4700	Food Services	-	-	5,483	3,096	20,773	2,213	(4,222)	8,037	11,384	6,880	6,880	6,880	-	**67,403**	84,214	(16,811)
		-	-	5,483	3,096	21,786	39,746	8,785	8,658	11,573	7,401	28,357	28,357	-	**163,241**	**162,809**	**431**

TEACH Elementary School

Monthly Cash Flow/Budget FY 18-19

Revised 5/13/2019

ADA = 69.35

CHARTER IMPACT

		Prior Year P2 and PENSEC Estimates							P-1			P-2				
		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Deferral Amount	Annual Forecast	Original Budget Total	Variance
Subagreement Services																	
5102	Special Education	-	-	1,853	1,461	584	-	401	454	1,034	3,464	3517	3517	-	**16,286**	25,000	(8,714)
5103	Substitute Teacher	-	-	828	-	4,167	1,103	-	477	242	1,747	800	500	-	**9,863**	2,500	7,363
5105	Security	-	434	2,539	2,814	1,068	451	1,153	85	627	1,636	1,100	1,100	-	**13,006**	2,500	10,506
5106	Other Educational Consultants	-	-	-	-	-	-	-	-	-	-	2500	2500	-	**5,000**	10,000	(5,000)
		-	434	5,220	4,275	5,819	1,553	1,554	1,017	1,903	6,847	7,917	7,617	-	**44,155**	**40,000**	**4,155**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	-	4,937	600	2,969	-	583	583	-	**9,672**	7,000	2,672
5802	Audit & Taxes	-	-	-	-	1,125	-	2,031	(3,156)	-	-	-	-	-	**-**	2,000	(2,000)
5803	Legal	-	-	-	-	-	-	2,844	-	-	-	250	250	-	**3,344**	3,000	344
5804	Professional Development	-	-	-	-	-	-	-	-	-	2,300	2500	2500	-	**7,300**	7,500	(200)
5805	General Consulting	6,473	300	-	-	300	1,200	-	300	-	4,500	250	250	-	**13,573**	2,500	11,073
5810	Payroll Service Fee	-	224	188	-	-	-	822	185	-	-	317	317	-	**2,052**	3,800	(1,748)
5811	Management Fee	1,741	1,741	1,741	11,440	9,148	29,567	35,402	14,421	11,087	13,443	9,071	9,071	-	**147,873**	138,125	9,748
5812	District Oversight Fee	-	-	-	-	1,328	253	253	443	3,929	550	687	687	453	**8,582**	10,173	(1,591)
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	1,250	-	**1,250**	5,000	(3,750)
5814	SPED Encroachment	-	-	-	-	10,605	2,020	2,020	3,535	2,433	1,826	4,929	4,929	11,920	**44,217**	60,571	(16,354)
		8,214	2,265	1,929	11,440	22,506	33,040	48,309	16,327	20,418	22,620	18,586	19,836	12,373	**237,863**	**239,669**	**(1,806)**
Facilities, Repairs and Other Leases																	
5601	Rent	13,414	13,414	13,414	13,414	13,414	13,414	13,414	13,414	13,414	13,414	13,414	13,414	-	**160,967**	145,033	15,934
5602	Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	67,416	(67,416)
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	208	208	-	**417**	2,500	(2,083)
5604	Other Leases	-	-	-	-	-	-	-	-	-	-	83	83	-	**167**	1,000	(833)
5610	Repairs and Maintenance	6,695	28,630	2,511	114	3,689	8,410	13,935	(8,275)	72	1,912	417	417	-	**58,527**	5,000	53,527
		20,109	42,044	15,925	13,528	17,103	21,824	27,349	5,139	13,486	15,326	14,122	14,122	-	**220,077**	**220,949**	**(871)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	-	-	-	376	-	-	-	**376**	2,500	(2,124)
5300	Dues & Memberships	-	-	-	-	-	750	-	-	-	-	21	21	-	**792**	250	542
5400	Insurance	545	545	545	545	545	545	545	545	545	545	600	600	-	**6,645**	15,000	(8,355)
5501	Utilities	-	95	-	-	-	-	1,609	503	535	560	674	674	-	**4,650**	5,393	(743)
5502	Janitorial/Trash Removal	-	-	99	2,750	-	-	-	11,775	4,642	720	625	625	-	**21,235**	5,000	16,235
5510	Office Expense	478	-	4,270	-	-	2,327	2,040	407	59	93	1,250	1,250	-	**12,176**	15,000	(2,824)
5511	Postage and Shipping	-	-	-	-	-	-	22	40	-	-	200	200	-	**462**	2,000	(1,538)
5512	Printing	-	-	-	-	325	-	-	-	2,910	-	50	50	-	**3,335**	500	2,835
5513	Other taxes and fees	-	-	-	-	-	-	-	197	-	-	85	85	-	**367**	850	(483)
5514	Bank Charges	-	-	-	14	16	8	40	-	-	-	20	20	-	**118**	200	(82)
5515	Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	500	500	-	**1,000**	5,000	(4,000)
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	1
5900	Communications	-	-	-	695	-	-	140	167	167	32	500	500	-	**2,202**	10,000	(7,798)
		1,023	640	4,913	4,004	886	3,630	4,396	13,634	8,857	2,326	4,525	4,525	-	**53,358**	**61,693**	**(8,334)**
Depreciation																	
6900	Depreciation Expense	-	-	212	212	212	212	212	212	304	608	608	608	-	**3,400**	2,500	900
		-	-	212	212	212	212	212	212	304	608	608	608	-	**3,400**	**2,500**	**900**
Total Expenses		**39,746**	**83,497**	**72,993**	**76,264**	**109,936**	**138,946**	**127,519**	**83,862**	**95,376**	**89,967**	**115,957**	**116,907**	**12,373**	**1,163,341**	**1,220,288**	**(56,947)**
Monthly Surplus (Deficit)		**(39,746)**	**(11,009)**	**(72,993)**	**(28,330)**	**(17,345)**	**210,932**	**296,914**	**(49,406)**	**(5,042)**	**26,546**	**(39,319)**	**(40,270)**	**52,738**	**283,674**	**51,907**	**231,767**

TEACH Elementary School

Monthly Cash Flow/Budget FY 18-19

Revised 5/13/2019

ADA = 69.35

CHARTER IMPACT

	Prior Year P2 and PENSEC Estimates							P-1				P-2		Annual Forecast	Original Budget Total	Variance
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Deferral Amount			
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(39,746)	(11,009)	(72,993)	(28,330)	(17,345)	210,932	296,914	(49,406)	(5,042)	26,546	(39,319)	(40,270)	52,738	**283,672**		
Cash flows from operating activities																
Depreciation/Amortization	-	-	212	212	212	212	212	212	304	608	608	608	-	**3,400**		
Public Funding Receivables	-	(72,488)	-	(47,934)	(10,482)	67,714	(399,555)	(11,161)	379,892	21,498		72,516	(65,111)	**(65,111)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	(8,365)	-	-	-	**(8,365)**		
Due To/From Related Parties	35,838	85,404	86,519	75,197	(2,694)	(97,549)	9,716	26,570	(23,829)	(233,674)	-	67,395	-	**28,895**		
Prepaid Expenses	-	(2,397)	(2,357)	1,254	(3,541)	2,400	(5,147)	1,774	814	307	-	-	-	**(6,894)**		
Other Assets	-	-	-	-		-	-	(250)	-	-	-	-	-	**(250)**		
Accounts Payable	-	-	-	-	-	29,542	(29,542)	1,487	(1,487)	-	-	-	12,373	**12,373**		
Accrued Expenses	2,580	(838)	-	(1,727)	32,706	(15,109)	(3,313)	(4,544)	3,503	(3,986)	-	-	-	**9,271**		
Other Liabilities	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	1,328	-	**15,935**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	(12,709)	-	-	-		-	(11,100)	(36,500)	-	-	-	**(60,309)**		
Total Change in Cash	(0)	(0)	(0)	(0)	184	199,469	(129,388)	(33,991)	344,384	(232,238)	(37,383)	101,578				
Cash, Beginning of Month	-	(0)	(0)	0	(14)	170	199,639	70,252	36,261	380,645	148,407	111,024				
Cash, End of Month	**(0)**	**(0)**	**0**	**0**	**170**	**199,639**	**70,252**	**36,261**	**380,645**	**148,407**	**111,024**	**212,602**				

TEACH Public Schools

Monthly Cash Flow/Budget FY18-19

Revised 05/20/2019

ADA = 0.00

CHARTER IMPACT

		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Other Local Revenue																	
8650	Lease and Rental Income	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	5,253	-	**63,036**	61,200	1,836
8689	Other Fees and Contracts	9,105	36,976	41,826	69,168	55,861	111,853	136,280	125,077	135,401	102,420	88,261	92,548	62,694	**1,067,468**	1,073,147	(5,678)
8990	Contributions, Restricted	-	-	-	-	-	-	-	-	23,704	-	-	-	-	**23,704**	-	23,704
		14,358	42,229	47,079	74,421	61,114	117,106	141,533	130,330	164,358	107,673	93,514	97,801	62,694	**1,154,209**	**1,134,347**	**19,862**
Total Revenue		**14,358**	**42,229**	**47,079**	**74,421**	**61,114**	**117,106**	**141,533**	**130,330**	**164,358**	**107,673**	**93,514**	**97,801**	**62,694**	**1,154,209**	**1,134,347**	**19,862**
Expenses																	
Certificated Salaries																	
1300	Administrators' Salaries	20,476	53,221	34,223	34,223	34,223	34,723	34,723	34,723	34,723	34,723	33,926	33,926	-	**417,835**	406,665	(11,170)
		20,476	53,221	34,223	34,223	34,223	34,723	34,723	34,723	34,723	34,723	33,926	33,926	-	**417,835**	**406,665**	**(11,170)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	158	158
2300	Classified Administrators' Salaries	3,333	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,111	6,111	-	**75,554**	-	(75,554)
2400	Clerical and Office Staff Salaries	2,022	1,873	3,249	2,342	2,774	2,594	3,682	7,216	7,181	5,779	7,067	7,067	-	**52,844**	37,285	(15,559)
2900	Other Classified Salaries	5,417	5,881	7,273	7,273	7,273	7,737	6,345	7,273	7,273	6,809	6,979	6,979	-	**82,509**	115,000	32,491
		10,772	14,420	17,188	16,281	16,713	16,997	16,693	21,155	21,120	19,254	20,157	20,157	-	**210,907**	**152,444**	**(58,463)**
Benefits																	
3101	STRS	1,886	7,748	5,199	4,978	4,978	5,108	5,059	5,059	5,059	4,291	5,381	5,381	-	**60,127**	66,205	6,078
3202	PERS	-	-	-	(0)	-	-	-	-	-	-	822	822	-	**1,644**	27,592	25,949
3301	OASDI	668	894	1,066	1,009	1,036	1,054	1,035	1,303	1,292	1,177	1,421	1,421	-	**13,377**	9,452	(3,925)
3311	Medicare	450	964	736	723	729	741	735	798	796	769	807	807	-	**9,055**	8,107	(948)
3401	Health and Welfare	3,205	4,372	4,152	7,354	5,513	6,212	11,927	7,872	8,682	8,454	3,208	3,208	-	**74,159**	22,000	(52,159)
3501	State Unemployment	641	227	-	-	-	-	2,563	889	307	86	223	223	-	**5,161**	3,497	(1,663)
3601	Workers' Compensation	420	420	420	420	420	420	420	420	420	420	779	779	-	**5,759**	7,828	2,069
3901	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		7,269	14,625	11,572	14,484	12,677	13,534	21,740	16,342	16,557	15,196	12,642	12,642	-	**169,280**	**144,681**	**(24,599)**
Books and Supplies																	
4302	School Supplies	191	982	44	-	-	-	-	-	-	-	42	42	-	**1,300**	500	(800)
4303	Special Activities/Field Trips	-	770	-	-	-	-	-	325	-	-	-	-	-	**1,095**	1,000	(95)
4305	Software	255	-	-	-	172	-	-	(82)	53	53	417	417	-	**1,285**	5,000	3,715
4400	Noncapitalized Equipment	4,743	2,633	884	-	-	-	925	440	345	-	500	500	-	**10,969**	22,000	11,031
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		5,188	4,385	928	-	172	-	925	683	398	53	958	958	-	**14,649**	**28,500**	**13,851**
Subagreement Services																	
5104	Transportation	-	-	-	-	-	-	-	-	-	-	91	91	-	**182**	1,000	818
5105	Security	182	392	-	-	-	-	1,085	236	280	317	500	500	-	**3,492**	12,000	8,508
		182	392	-	-	-	-	1,085	236	280	317	591	591	-	**3,674**	**13,000**	**9,326**
Professional/Consulting Services																	
5801	IT	483	161	161	-	322	161	161	264	161	578	167	167	-	**2,784**	2,000	(784)
5802	Audit & Taxes	-	-	20	20	1,105	-	2,031	1,052	-	-	-	-	-	**4,228**	8,500	4,272
5803	Legal	-	-	-	-	1,344	-	159	-	-	-	333	333	-	**2,170**	4,000	1,830
5804	Professional Development	-	2,650	695	795	3,075	6,081	-	2,200	-	-	150	150	-	**15,796**	1,500	(14,296)
5805	General Consulting	-	300	-	1,390	(395)	6,000	-	300	1,200	1,200	1,500	1,500	-	**12,995**	15,000	2,005
5810	Payroll Service Fee	-	687	188	1,235	(754)	-	822	1,210	890	894	400	400	-	**5,972**	4,800	(1,172)
5811	Management Fee	1,607	1,607	833	1,607	1,607	2,883	2,133	1,683	1,863	2,013	1,683	1,683	-	**21,202**	19,851	(1,351)
		2,090	5,405	1,897	5,047	6,304	15,125	5,306	6,710	4,114	4,684	4,233	4,233	-	**65,147**	**55,651**	**(9,496)**
Facilities, Repairs and Other Leases																	
5601	Rent	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	-	**87,862**	100,000	12,138
5602	Additional Rent	1,795	1,795	1,795	1,795	1,795	1,795	1,795	1,795	1,795	1,795	1,795	1,795	-	**21,538**	250	(21,288)
5603	Equipment Leases	-	37	-	-	250	374	267	104	-	1,777	8	8	-	**2,826**	100	(2,726)
5604	Other Leases	-	86	567	567	567	567	-	689	989	-	833	833	-	**5,698**	10,000	4,302
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	(33,870)	5,555	4,167	-	**(24,149)**	50,000	74,149
5610	Repairs and Maintenance	3,773	4,962	3,347	6,451	5,701	8,379	11,147	1,501	70	44	417	417	-	**46,209**	5,000	(41,209)
		12,889	14,202	13,031	16,135	15,635	18,436	20,531	11,411	10,175	(22,932)	15,930	14,542	-	**139,984**	**165,350**	**25,366**

TEACH Public Schools

Monthly Cash Flow/Budget FY18-19

Revised 05/20/2019

ADA = 0.00

CHARTER IMPACT

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Operations and Housekeeping																
5201 Auto and Travel	-	351	2,580	1,217	4,960	1,805	3,246	2,149	6,066	2,890	1,500	500	-	**27,264**	9,500	(17,764)
5203 Business Meals	-	-	-	-	-	231	-	-	285	42	83	83	-	**725**	1,000	275
5300 Dues & Memberships	63	283	63	63	63	63	562	(220)	151	63	183	183	-	**1,518**	2,200	682
5400 Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5501 Utilities	1,277	241	1,317	1,406	260	1,826	1,619	280	2,302	206	1,250	1,250	-	**13,234**	15,000	1,766
5502 Janitorial/Trash Removal	1,095	334	-	-	576	343	275	8,275	-	700	42	42	-	**11,682**	500	(11,182)
5510 Office Expense	3,284	6,242	6,412	1,689	1,036	129	4,522	(1,063)	640	1,351	2,000	1,000	-	**27,242**	12,000	(15,242)
5511 Postage and Shipping	190	16	216	47	166	375	529	47	308	238	250	150	-	**2,531**	1,500	(1,031)
5512 Printing	-	-	-	-	-	171	-	-	162	-	10	10	-	**353**	100	(253)
5513 Other taxes and fees	-	87	20	-	-	17	96	(85)	68	385	180	180	-	**948**	1,800	852
5514 Bank Charges	85	85	100	100	122	110	125	95	95	110	100	100	-	**1,227**	1,000	(227)
5515 Public Relations/Recruitment	542	-	-	-	-	-	-	-	-	715	-	-	-	**1,257**	-	(1,257)
5900 Communications	-	214	2,418	350	228	893	140	167	1,014	879	750	750	-	**7,804**	20,000	12,196
	6,535	7,853	13,126	4,870	7,412	5,963	11,114	9,645	11,091	7,578	6,348	4,248	-	**95,784**	**64,600**	**(31,184)**
Depreciation																
6900 Depreciation Expense	972	972	972	972	795	834	834	834	923	923	972	972	-	**10,978**	8,000	(2,978)
	972	972	972	972	795	834	834	834	923	923	972	972	-	**10,978**	**8,000**	**(2,978)**
Interest																
7438 Interest Expense	-	-	-	-	-	2,795	5,096	5,096	4,603	10,028	-	-	-	**27,618**	-	(27,618)
	-	-	-	-	-	2,795	5,096	5,096	4,603	10,028	-	-	-	**27,618**	**-**	**(27,618)**
Total Expenses	**66,374**	**115,474**	**92,938**	**92,013**	**93,932**	**108,408**	**118,048**	**106,835**	**103,985**	**69,824**	**95,758**	**92,270**	**-**	**1,155,857**	**1,038,891**	**(116,966)**
Monthly Surplus (Deficit)	**(52,016)**	**(73,245)**	**(45,860)**	**(17,591)**	**(32,818)**	**8,698**	**23,485**	**23,495**	**60,373**	**37,848**	**(2,244)**	**5,532**	**62,694**	**(1,648)**	**95,456**	**(97,105)**
														0%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(52,016)	(73,245)	(45,860)	(17,591)	(32,818)	8,698	23,485	23,495	60,373	37,848	(2,244)	5,532	62,694	**(1,648)**		
Cash flows from operating activities																
Depreciation/Amortization	972	972	972	972	795	834	834	834	923	923	972	972	-	**10,978**		
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(62,694)	**(62,694)**		
Grants and Contributions Rec.	-	20,242	(5,253)	5,253	-	-	-	-	-	279	-	-	-	**20,520**		
Due To/From Related Parties	104,154	8,207	32,902	(13,088)	(338,017)	(135,601)	66,306	(46,746)	(71,168)	731,884	-	(60,094)	-	**278,738**		
Prepaid Expenses	(5,512)	(1,829)	(3,355)	16,987	(21,167)	14,639	(11,069)	(1,339)	(13,779)	1,876	-	-	-	**(24,547)**		
Other Assets	-	(10,995)	-	-	-	-	-	-	-	-	-	-	-	**(10,995)**		
Accounts Payable	(13,847)	1,121	(36)	5,208	(7,066)	3,091	971	(580)	(2,710)	836	-	-	-	**(13,012)**		
Accrued Expenses	(21,202)	73,585	7,428	(2,558)	(30,268)	9,089	47,381	(3,122)	8,374	(46,828)	-	-	-	**41,878**		
Other Liabilities	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	(1,393)	-	**(16,719)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	(1,419)	-	-	(3,201)	-	-	-	-	**(4,619)**		
Proceeds(Payments) on Debt	-	-	-	-	500,000	-	-	-	-	(500,000)	-	-	-	**-**		
Total Change in Cash	11,155	16,665	(14,595)	(6,210)	70,067	(102,061)	126,514	(28,851)	(22,581)	225,425	(2,665)	(54,983)				
Cash, Beginning of Month	28,837	39,992	56,657	42,062	35,852	105,918	3,857	130,371	101,520	78,940	304,365	301,700				
Cash, End of Month	**39,992**	**56,657**	**42,062**	**35,852**	**105,918**	**3,857**	**130,371**	**101,520**	**78,940**	**304,365**	**301,700**	**246,716**				

Teach Academy of Technologies

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid-Revenue Limit							
LCFF Revenue	$ 285,938	$ 240,206	$ 45,732	$ 1,753,606	$ 1,727,738	$ 25,868	$ 2,448,358
Economic Protection Account Funding	-	145,350	(145,350)	450,672	387,599	63,073	484,499
State Aid - Prior Year	(978)	-	(978)	(902)	-	(902)	-
In Lieu of Property Taxes	64,495	68,348	(3,853)	797,259	707,940	89,319	844,636
Total State Aid-Revenue Limit	349,455	453,904	(104,449)	3,000,635	2,823,277	177,358	3,777,493
Federal Revenue							
Federal Special Education - IDEA	5,571	7,647	(2,075)	68,449	59,362	9,087	74,656
Federal Child Nutrition	30,202	24,164	6,038	195,081	157,699	37,381	254,354
Title I, Part A - Basic Low Income	-	-	-	156,989	150,617	6,372	150,617
Title II, Part A - Teacher Quality	-	-	-	17,917	16,163	1,754	16,163
Other Federal Revenue	-	-	-	10,000	-	10,000	-
Federal - Prior Year Adjustments	-	-	-	14,379	-	14,379	-
Total Federal Revenue	35,773	31,810	3,963	462,815	383,842	78,973	495,789
Other State Revenue							
State Special Education - AB602	16,532	19,551	(3,019)	203,106	151,779	51,327	190,881
State - Child Nutrition	2,452	2,232	220	15,683	14,567	1,116	23,495
State - School Facilities Apportionment	-	-	-	230,148	219,182	10,966	438,363
State - Mandated Programs Block Grant	-	-	-	36,113	5,535	30,578	117,603
State - State Lottery	25,197	16,471	8,727	42,348	32,941	9,406	74,273
State - Prior Year Revenue	-	-	-	50,720	-	50,720	-
State - Other Revenues	-	40,950	(40,950)	123,301	147,420	(24,119)	163,800
Total Other State Revenue	44,181	79,204	(35,023)	701,418	571,424	129,995	1,008,416
Local Revenue							
Other Fees and Contracts	-	-	-	19,605	-	19,605	-
Total Local Revenue	-	-	-	19,605	-	19,605	-
Total Revenue	$ 429,409	$ 564,919	$ (135,510)	$ 4,184,473	$ 3,778,542	$ 405,931	$ 5,281,697
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	$ 83,245	$ 59,499	$ (23,746)	$ 743,939	$ 535,490	$ (208,449)	$ 654,488
Certificated Teachers' Substitute Hours	4,875	-	(4,875)	32,850	-	(32,850)	-
Certificated Teachers' Extra Duties/Stipends	722	-	(722)	2,165	-	(2,165)	-
Certificated Pupil Support Salaries	5,660	5,660	-	56,604	56,604	-	67,925
Certificated Supervisors' and Administrators' Salaries	28,324	28,324	0	255,418	283,243	27,825	339,891
Total Certificated Salaries	122,826	93,484	(29,342)	1,090,976	875,337	(215,639)	1,062,304
Classified Salaries							
Classified Instructional Salaries	9,957	7,920	(2,037)	109,717	71,280	(38,437)	87,120
Classified Support Salaries	1,032	-	(1,032)	5,136	-	(5,136)	-
Clerical, Technical, and Office Staff Salaries	7,708	12,640	4,932	85,986	117,280	31,294	142,560
Other Classified Salaries	10,085	13,486	3,401	80,943	125,924	44,981	152,896
Total Classified Salaries	28,782	34,046	5,264	281,782	314,484	32,702	382,576
Benefits							
State Teachers' Retirement System, certificated positions	19,996	15,219	(4,777)	173,241	142,505	(30,736)	172,943
Public Employees' Retirement System, classified positions	3,614	6,162	2,548	34,770	56,922	22,152	69,246
OASDI/Medicare/Alternative, certificated positions	1,861	2,111	250	19,279	19,498	219	23,720
Medicare certificated positions	2,186	1,849	(336)	19,799	17,252	(2,546)	20,951
Health and Welfare Benefits, certificated positions	13,737	8,750	(4,987)	121,472	87,500	(33,972)	105,000
State Unemployment Insurance, certificated positions	1,118	784	(334)	23,579	14,112	(9,467)	15,680
Workers' Compensation Insurance, certificated positions	1,118	1,785	668	15,184	16,657	1,473	20,228
Total Benefits	43,629	36,661	(6,968)	407,324	354,446	(52,878)	427,768
Books & Supplies							
Textbooks and Core Curricula Materials	-	-	-	32,214	46,166	13,952	46,166
Books and Other Reference Materials	124	-	(124)	777	974	197	974
School Supplies	101	750	649	101	7,498	7,397	8,998
Special Activities/Field Trips	3,320	-	(3,320)	28,656	11,638	(17,018)	11,638
Uniforms	-	1,247	1,247	2,724	12,469	9,745	14,963
Software	6,329	2,217	(4,112)	47,428	22,167	(25,261)	26,600
Noncapitalized Equipment	684	-	(684)	10,408	30,000	19,592	30,000
Food Services	33,521	25,259	(8,262)	264,888	227,330	(37,557)	277,848
Total Books & Supplies	44,079	29,472	(14,606)	387,196	358,242	(28,953)	417,187

Teach Academy of Technologies

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Subagreement Services							
Special Education	7,672	5,945	(1,727)	51,240	53,509	2,269	65,400
Substitute Teacher	14,759	4,182	(10,578)	48,219	37,636	(10,583)	46,000
Transportation	-	340	340	-	3,060	3,060	3,740
Security	5,866	545	(5,320)	34,617	4,909	(29,707)	6,000
Other Educational Consultants	8,791	13,000	4,209	90,454	104,000	13,546	130,000
Total Subagreement Services	37,088	24,013	(13,075)	224,529	203,114	(21,414)	251,140
Professional & Consulting Services							
IT	161	1,167	1,006	7,115	11,667	4,552	14,000
Audit and Tax	-	1,667	1,667	6,208	5,000	(1,208)	5,000
Legal	-	1,250	1,250	18,537	12,500	(6,037)	15,000
Professional Development	797	2,400	1,603	17,046	19,200	2,154	24,000
General Consulting	5,575	4,800	(775)	24,280	38,400	14,120	48,000
Payroll Service Fee	-	400	400	1,195	4,000	2,805	4,800
Management Fee	53,410	47,901	(5,509)	469,754	479,011	9,257	574,814
District Oversight Fee	2,894	4,539	1,645	35,560	28,233	(7,328)	37,775
LACOE Fees	-	1,250	1,250	4,062	3,750	(312)	5,000
SELPA Fees	17,948	21,880	3,932	220,501	199,350	(21,151)	243,110
Total Professional & Consulting Services	80,785	87,253	6,468	804,259	801,111	(3,148)	971,498
Facilities, Repairs, & Other Leases							
Rent	58,372	58,372	0	583,723	583,725	2	700,470
Additional Rent	-	5,200	5,200	(11,236)	52,000	63,236	62,400
Equipment Leases	3,095	2,917	(179)	31,374	29,167	(2,208)	35,000
Other Leases	-	125	125	-	1,250	1,250	1,500
Real/Personal Property Taxes	42,969	1,000	(41,969)	42,969	10,000	(32,969)	12,000
Repairs and Maintenance	(8,523)	3,333	11,856	100,331	33,333	(66,997)	40,000
Total Facilities, Repairs, & Other Leases	95,914	70,947	(24,967)	747,161	709,475	(37,686)	851,370
Operations & Housekeeping							
Auto and Travel Expense	-	1,125	1,125	-	4,500	4,500	4,500
Business Meals	-	125	125	-	1,250	1,250	1,500
Dues & Memberships	-	375	375	2,279	3,750	1,471	4,500
Insurance	2,194	2,083	(111)	21,944	20,833	(1,110)	25,000
Utilities	3,108	4,670	1,561	35,711	46,698	10,987	56,038
Janitorial/Trash Removal	15,854	1,083	(14,770)	56,928	10,833	(46,095)	13,000
Office Expense	2,083	1,500	(583)	27,632	15,000	(12,632)	18,000
Postage and Shipping	-	100	100	1,653	800	(853)	1,000
Printing	-	100	100	832	800	(32)	1,000
Other taxes and fees	555	400	(155)	3,658	3,200	(458)	4,000
Bank Charges	-	25	25	150	200	50	250
Communications	2,201	4,167	1,965	84,341	41,667	(42,674)	50,000
Total Operations & Housekeeping	25,996	15,753	(10,243)	235,127	149,531	(85,596)	178,788
Depreciation							
Depreciation Expense	6,290	3,500	(2,790)	50,479	35,000	(15,479)	42,000
Total Depreciation	6,290	3,500	(2,790)	50,479	35,000	(15,479)	42,000
Interest							
Interest Expense	1,288	-	(1,288)	10,307	-	(10,307)	-
Total Interest	1,288	-	(1,288)	10,307	-	(10,307)	-
Total Expenses	$ 486,676	$ 395,130	$ (91,546)	$ 4,239,139	$ 3,800,741	$ (438,399)	$ 4,584,630
Change in Net Assets	(57,267)	169,789	(227,056)	(54,666)	(22,198)	(32,467)	697,067
Net Assets, Beginning of Period	1,962,478			1,959,876			
Net Assets, End of Period	$ 1,905,211			$ 1,905,211			

Teach Tech Charter High School

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid-Revenue Limit							
LCFF Revenue	$ 385,959	$ 392,171	$ (6,212)	$ 2,169,578	$ 2,165,258	$ 4,320	$ 3,341,769
Economic Protection Account Funding	-	21,318	(21,318)	50,360	56,848	(6,488)	71,060
State Aid - Prior Year	88	-	88	176	-	176	-
In Lieu of Property Taxes	54,242	73,938	(19,696)	665,956	635,980	29,975	783,856
Total State Aid-Revenue Limit	440,289	487,426	(47,138)	2,886,070	2,858,086	27,984	4,196,685
Federal Revenue							
Federal Special Education - IDEA	4,686	8,153	(3,468)	57,568	52,977	4,591	69,284
Federal Child Nutrition	16,762	22,438	(5,675)	108,313	146,434	(38,121)	236,184
Title I, Part A - Basic Low Income	-	-	-	115,840	97,938	17,902	97,938
Title II, Part A - Teacher Quality	-	-	-	13,403	11,079	2,324	11,079
Other Federal Revenue	-	-	-	10,000	-	10,000	-
Federal - Prior Year Adjustments	-	-	-	10,525	-	10,525	-
Total Federal Revenue	21,448	30,591	(9,143)	315,649	308,428	7,221	414,485
Other State Revenue							
State Special Education - AB602	13,904	20,847	(6,943)	170,817	135,452	35,365	177,145
State - Child Nutrition	1,401	2,073	(672)	10,018	13,526	(3,508)	21,816
State - School Facilities Apportionment	-	-	-	223,269	203,409	19,860	406,819
State - Mandated Programs Block Grant	-	-	-	35,623	12,005	23,618	99,749
State - State Lottery	19,533	12,896	6,638	32,829	25,791	7,037	68,928
State - Prior Year Revenue	-	-	-	4,862	-	4,862	-
State - Other Revenues	-	-	-	20,420	-	20,420	-
Total Other State Revenue	34,838	35,815	(977)	497,838	390,184	107,654	774,457
Local Revenue							
Other Fees and Contracts	-	-	-	23,730	-	23,730	-
Total Local Revenue	-	-	-	23,730	-	23,730	-
Total Revenue	$ 496,574	$ 553,832	$ (57,258)	$ 3,723,286	$ 3,556,697	$ 166,588	$ 5,385,627
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	$ 75,218	$ 77,625	$ 2,407	$ 655,518	$ 698,625	$ 43,106	$ 853,875
Certificated Teachers' Substitute Hours	-	-	-	8,800	-	(8,800)	-
Certificated Teachers' Extra Duties/Stipends	1,333	-	(1,333)	17,664	-	(17,664)	-
Certificated Pupil Support Salaries	8,023	5,660	(2,363)	97,063	56,604	(40,459)	67,925
Certificated Supervisors' and Administrators' Salaries	13,061	21,977	8,917	150,856	219,773	68,917	263,727
Total Certificated Salaries	97,635	105,263	7,628	929,901	975,001	45,101	1,185,526
Classified Salaries							
Classified Instructional Salaries	14,743	22,080	7,337	125,155	198,720	73,565	242,880
Clerical, Technical, and Office Staff Salaries	5,625	8,800	3,175	75,601	79,200	3,599	96,800
Other Classified Salaries	10,486	18,594	8,108	125,066	175,826	50,760	213,014
Total Classified Salaries	30,854	49,474	18,620	325,823	453,746	127,923	552,694
Benefits							
State Teachers' Retirement System, certificated positions	15,895	17,137	1,242	148,647	158,730	10,083	193,004
Public Employees' Retirement System, classified positions	-	8,955	8,955	-	82,128	82,128	100,038
OASDI/Medicare/Alternative, certificated positions	1,896	3,067	1,172	20,088	28,132	8,044	34,267
Medicare certificated positions	1,841	2,244	402	18,065	20,717	2,651	25,204
Health and Welfare Benefits, certificated positions	12,564	9,583	(2,981)	128,075	95,833	(32,242)	115,000
State Unemployment Insurance, certificated positions	804	931	127	18,117	16,758	(1,359)	18,620
Workers' Compensation Insurance, certificated positions	1,342	2,166	824	17,429	20,002	2,574	24,335
Total Benefits	34,343	44,083	9,741	350,420	422,301	71,881	510,467
Books & Supplies							
Textbooks and Core Curricula Materials	-	-	-	12,673	40,000	27,327	40,000
Books and Other Reference Materials	-	-	-	1,619	7,500	5,881	7,500
School Supplies	2,736	583	(2,153)	31,823	5,833	(25,990)	7,000
Special Activities/Field Trips	4,769	-	(4,769)	30,402	25,000	(5,402)	25,000
Uniforms	-	667	667	17,319	6,667	(10,652)	8,000
Software	8,655	2,083	(6,572)	80,397	20,833	(59,564)	25,000
Noncapitalized Equipment	-	-	-	44,228	30,000	(14,228)	30,000
Food Services	19,968	23,455	3,487	155,108	211,091	55,983	258,000
Total Books & Supplies	36,128	26,788	(9,340)	373,570	346,925	(26,646)	400,500

Teach Tech Charter High School

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Subagreement Services							
Special Education	8,581	3,182	(5,399)	45,885	28,636	(17,248)	35,000
Substitute Teacher	2,276	1,818	(457)	22,568	16,364	(6,204)	20,000
Transportation	-	145	145	-	1,309	1,309	1,600
Security	5,656	455	(5,201)	21,281	4,091	(17,190)	5,000
Other Educational Consultants	7,427	2,200	(5,227)	19,482	17,600	(1,882)	22,000
Total Subagreement Services	23,939	7,800	(16,139)	109,216	68,000	(41,216)	83,600
Professional & Consulting Services							
IT	161	1,250	1,089	8,055	12,500	4,445	15,000
Audit and Tax	-	1,667	1,667	6,208	5,000	(1,208)	5,000
Legal	-	417	417	5,994	4,167	(1,827)	5,000
Professional Development	-	1,900	1,900	7,423	15,200	7,777	19,000
General Consulting	5,290	3,200	(2,090)	37,733	25,600	(12,133)	32,000
Payroll Service Fee	-	400	400	1,522	4,000	2,478	4,800
Management Fee	51,703	48,770	(2,933)	430,520	487,698	57,178	585,238
District Oversight Fee	2,919	4,874	1,956	35,858	28,581	(7,278)	41,967
LACOE Fees	-	1,250	1,250	3,190	3,750	560	5,000
SELPA Fees	15,094	20,305	5,211	185,445	185,005	(440)	225,616
Total Professional & Consulting Services	75,167	84,033	8,866	721,949	771,501	49,552	938,621
Facilities, Repairs, & Other Leases							
Rent	90,964	90,962	(2)	907,355	909,620	2,265	1,091,544
Additional Rent	5,333	208	(5,125)	18,752	2,083	(16,668)	2,500
Equipment Leases	-	1,833	1,833	3,532	18,333	14,802	22,000
Other Leases	-	83	83	-	833	833	1,000
Real/Personal Property Taxes	-	-	-	24,750	-	(24,750)	-
Repairs and Maintenance	6,721	4,167	(2,554)	93,544	41,667	(51,877)	50,000
Total Facilities, Repairs, & Other Leases	103,019	97,254	(5,765)	1,047,933	972,537	(75,396)	1,167,044
Operations & Housekeeping							
Auto and Travel Expense	-	500	500	-	2,000	2,000	2,000
Business Meals	285	17	(268)	391	167	(224)	200
Dues & Memberships	-	125	125	3,251	1,250	(2,001)	1,500
Insurance	2,036	1,667	(370)	20,365	16,667	(3,698)	20,000
Utilities	4,611	7,277	2,666	55,569	72,770	17,200	87,324
Janitorial/Trash Removal	10,084	1,750	(8,334)	42,045	17,500	(24,545)	21,000
Office Expense	93	2,500	2,407	15,609	25,000	9,391	30,000
Postage and Shipping	-	200	200	1,356	1,600	244	2,000
Printing	-	200	200	11,216	1,600	(9,616)	2,000
Other taxes and fees	-	300	300	460	2,400	1,940	3,000
Bank Charges	15	10	(5)	60	80	20	100
Public Relations	-	1,000	1,000	-	8,000	8,000	10,000
Scholarship Expense	-	-	-	3,200	-	(3,200)	-
Communications	2,239	2,917	678	26,470	29,167	2,697	35,000
Total Operations & Housekeeping	19,363	18,462	(901)	179,992	178,200	(1,792)	214,124
Depreciation							
Depreciation Expense	3,659	1,486	(2,173)	22,465	14,860	(7,605)	17,832
Total Depreciation	3,659	1,486	(2,173)	22,465	14,860	(7,605)	17,832
Total Expenses	$ 424,105	$ 434,642	$ 10,537	$ 4,061,268	$ 4,203,070	$ 141,802	$ 5,070,408
Change in Net Assets	72,469	119,190	(46,721)	(337,983)	(646,372)	308,390	315,218
Net Assets, Beginning of Period	(424,197)			(13,745)			
Net Assets, End of Period	$ (351,728)			$ (351,728)			

Teach Prep Elementary School

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid-Revenue Limit							
LCFF Revenue	$ 58,105	$ 70,983	$ (12,878)	$ 432,931	$ 569,497	$ (136,566)	$ 788,699
Economic Protection Account Funding	-	4,750	(4,750)	10,664	14,250	(3,586)	19,000
In Lieu of Property Taxes	11,486	14,671	(3,185)	141,112	180,245	(39,133)	209,587
Total State Aid-Revenue Limit	69,591	90,404	(20,813)	584,707	763,992	(179,285)	1,017,286
Federal Revenue							
Federal Special Education - IDEA	992	1,556	(564)	12,190	15,932	(3,742)	18,525
Federal Child Nutrition	6,002	6,999	(997)	36,600	45,676	(9,076)	73,671
Title V, Part B - Charter School Grants	5,879	-	5,879	170,524	-	170,524	-
Federal - Prior Year Adjustments	-	-	-	(1)	-	(1)	-
Total Federal Revenue	12,872	8,555	4,318	219,313	61,608	157,705	92,196
Other State Revenue							
State Special Education - AB602	2,944	3,982	(1,038)	36,171	40,768	(4,597)	47,405
State - Child Nutrition	513	621	(107)	2,272	4,050	(1,778)	6,533
State - School Facilities Apportionment	30,592	-	30,592	61,164	40,791	20,373	108,775
Total Other State Revenue	34,050	4,603	29,447	99,607	85,609	13,998	162,713
Local Revenue							
Contributions, Restricted	-	-	-	325,000	-	325,000	-
Total Local Revenue	-	-	-	325,000	-	325,000	-
Total Revenue	$ 116,513	$ 103,562	$ 12,951	$ 1,228,627	$ 911,209	$ 317,418	$ 1,272,195
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	$ 15,105	$ 17,652	$ 2,547	$ 135,946	$ 176,522	$ 40,576	$ 211,826
Certificated Supervisors' and Administrators' Salaries	7,500	7,500	-	73,007	75,000	1,993	90,000
Total Certificated Salaries	22,605	25,152	2,547	208,953	251,522	42,569	301,826
Classified Salaries							
Classified Instructional Salaries	5,034	1,500	(3,534)	58,084	15,000	(43,084)	18,000
Clerical, Technical, and Office Staff Salaries	616	3,167	2,551	17,165	31,667	14,502	38,000
Other Classified Salaries	-	3,333	3,333	-	33,333	33,333	40,000
Total Classified Salaries	5,650	8,000		75,249	80,000	4,752	96,000
Benefits							
State Teachers' Retirement System, certificated positions	3,228	4,095	867	33,002	40,948	7,946	49,137
OASDI/Medicare/Alternative, certificated positions	343	496	153	4,646	4,960	314	5,952
Medicare certificated positions	405	481	75	4,103	4,807	704	5,769
Health and Welfare Benefits, certificated positions	2,192	2,000	(192)	22,200	20,000	(2,200)	24,000
State Unemployment Insurance, certificated positions	123	221	97	6,469	3,969	(2,500)	4,410
Workers' Compensation Insurance, certificated positions	294	464	170	2,940	4,641	1,701	5,570
Total Benefits	6,585	7,756	1,172	73,361	79,325	5,964	94,837
Books & Supplies							
Textbooks and Core Curricula Materials	-	-	-	29,542	13,300	(16,242)	13,300
Books and Other Reference Materials	-	-	-	-	2,375	2,375	2,375
School Supplies	-	277	277	1,029	2,771	1,741	3,325
Special Activities/Field Trips	-	-	-	-	2,000	2,000	2,000
Uniforms	-	831	831	1,013	8,313	7,299	9,975
Software	190	523	333	3,722	5,225	1,503	6,270
Noncapitalized Equipment	331	-	(331)	17,578	41,350	23,772	41,350
Food Services	6,880	7,656	776	53,643	68,902	15,259	84,214
Total Books & Supplies	7,401	9,287	1,886	106,528	144,236	37,708	162,809
Subagreement Services							
Special Education	3,464	2,273	(1,192)	9,252	20,455	11,203	25,000
Substitute Teacher	1,747	227	(1,520)	8,563	2,045	(6,518)	2,500
Security	1,636	227	(1,409)	10,806	2,045	(8,761)	2,500
Other Educational Consultants	-	1,000	1,000	-	8,000	8,000	10,000
Total Subagreement Services	6,847	3,727	(3,120)	28,621	32,545	3,924	40,000
Professional & Consulting Services							
IT	-	583	583	8,506	5,833	(2,672)	7,000
Audit and Tax	-	667	667	-	2,000	2,000	2,000
Legal	-	250	250	2,844	2,500	(344)	3,000
Professional Development	2,300	750	(1,550)	2,300	6,000	3,700	7,500
General Consulting	4,500	250	(4,250)	13,073	2,000	(11,073)	2,500
Payroll Service Fee	-	317	317	1,419	3,167	1,748	3,800
Management Fee	13,443	11,510	(1,933)	129,731	115,104	(14,627)	138,125
District Oversight Fee	550	904	354	6,756	7,640	884	10,173
LACOE Fees	-	1,250	1,250	-	3,750	3,750	5,000
SELPA Fees	1,826	4,240	2,414	22,439	52,091	29,652	60,571
Total Professional & Consulting Services	22,620	20,721	(1,898)	187,068	200,085	13,017	239,669

Teach Prep Elementary School

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Facilities, Repairs, & Other Leases							
Rent	13,414	12,086	(1,328)	134,139	120,861	(13,279)	145,033
Additional Rent	-	5,618	5,618	-	56,180	56,180	67,416
Equipment Leases	-	208	208	-	2,083	2,083	2,500
Other Leases	-	83	83	-	833	833	1,000
Repairs and Maintenance	1,912	417	(1,495)	57,693	4,167	(53,527)	5,000
Total Facilities, Repairs, & Other Leases	15,326	18,412	3,086	191,833	184,124	(7,709)	220,949
Operations & Housekeeping							
Auto and Travel Expense	376	625	249	376	2,500	2,124	2,500
Dues & Memberships	-	21	21	750	208	(542)	250
Insurance	545	1,250	705	5,445	12,500	7,055	15,000
Utilities	560	449	(111)	3,302	4,494	1,193	5,393
Janitorial/Trash Removal	720	417	(303)	19,985	4,167	(15,819)	5,000
Office Expense	93	1,250	1,157	9,676	12,500	2,825	15,000
Postage and Shipping	-	200	200	62	1,600	1,538	2,000
Printing	-	50	50	3,235	400	(2,835)	500
Other taxes and fees	-	85	85	197	680	483	850
Bank Charges	-	20	20	78	160	82	200
Public Relations	-	500	500	-	4,000	4,000	5,000
Communications	32	833	801	1,202	8,333	7,131	10,000
Total Operations & Housekeeping	2,326	5,700	3,375	44,309	51,543	7,234	61,693
Depreciation							
Depreciation Expense	608	208	(400)	2,184	2,083	(100)	2,500
Total Depreciation	608	208	(400)	2,184	2,083	(100)	2,500
Total Expenses	$ 89,967	$ 98,964	$ 8,998	$ 918,105	$ 1,025,463	$ 107,358	$ 1,220,283
Change in Net Assets	26,546	4,597	21,949	310,522	(114,254)	424,776	51,912
Net Assets, Beginning of Period	283,976			-			
Net Assets, End of Period	$ 310,522			$ 310,522			

Teach Public Schools

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
Local Revenue							
Lease and Rental Income	$ 5,253	$ 5,100	$ 153	$ 52,530	$ 51,000	$ 1,530	$ 61,200
Other Fees and Contracts	102,420	109,980	(7,560)	823,965	741,168	82,797	1,073,147
Contributions, Restricted	-	-	-	23,704	-	23,704	-
Total Local Revenue	107,673	115,080	(7,407)	900,199	792,168	108,031	1,134,347
Total Revenue	$ 107,673	$ 115,080	$ (7,407)	$ 900,199	$ 792,168	$ 108,031	$ 1,134,347
Expenses							
Certificated Salaries							
Certificated Supervisors' and Administrators' Salaries	$ 34,723	$ 33,889	$ (835)	$ 349,983	$ 338,888	$ (11,096)	$ 406,665
Total Certificated Salaries	34,723	33,889	(835)	349,983	338,888	(11,096)	406,665
Classified Salaries							
Classified Instructional Salaries	-	13	13	-	132	132	158
Classified Supervisors' and Administrators' Salaries	6,667	-	(6,667)	63,333	-	(63,333)	-
Clerical, Technical, and Office Staff Salaries	5,779	3,107	(2,671)	38,710	31,071	(7,639)	37,285
Other Classified Salaries	6,809	10,455	3,646	68,551	94,091	25,540	115,000
Total Classified Salaries	19,254	13,575	(5,679)	170,594	125,294	(45,300)	152,444
Benefits							
State Teachers' Retirement System, certificated positions	4,291	5,517	1,226	49,364	55,171	5,807	66,205
Public Employees' Retirement System, classified positions	-	2,457	2,457	(0)	22,678	22,679	27,592
OASDI/Medicare/Alternative, certificated positions	1,177	842	(335)	10,534	7,768	(2,766)	9,452
Medicare certificated positions	769	688	(80)	7,441	6,731	(710)	8,107
Health and Welfare Benefits, certificated positions	8,454	1,833	(6,620)	67,743	18,333	(49,409)	22,000
State Unemployment Insurance, certificated positions	86	175	89	4,714	3,148	(1,566)	3,497
Workers' Compensation Insurance, certificated positions	420	664	244	4,201	6,499	2,298	7,828
Total Benefits	15,196	12,177	(3,019)	143,996	120,327	(23,668)	144,681
Books & Supplies							
School Supplies	-	42	42	1,217	417	(800)	500
Special Activities/Field Trips	-	-	-	1,095	1,000	(95)	1,000
Software	53	417	363	451	4,167	3,715	5,000
Noncapitalized Equipment	-	-	-	9,969	22,000	12,031	22,000
Total Books & Supplies	53	458	405	12,732	27,583	14,851	28,500
Subagreement Services							
Transportation	-	91	91	-	818	818	1,000
Security	317	1,091	774	2,492	9,818	7,326	12,000
Total Subagreement Services	317	1,182	865	2,492	10,636	8,144	13,000
Professional & Consulting Services							
IT	578	167	(411)	2,450	1,667	(784)	2,000
Audit and Tax	-	2,833	2,833	4,228	8,500	4,272	8,500
Legal	-	333	333	1,503	3,333	1,830	4,000
Professional Development	-	150	150	15,496	1,200	(14,296)	1,500
General Consulting	1,200	1,500	300	9,995	12,000	2,005	15,000
Payroll Service Fee	894	400	(494)	5,172	4,000	(1,172)	4,800
Management Fee	2,013	1,654	(359)	17,836	16,543	(1,293)	19,851
Total Professional & Consulting Services	4,684	7,038	2,354	56,681	47,243	(9,438)	55,651
Facilities, Repairs, & Other Leases							
Rent	7,322	8,333	1,012	73,218	83,333	10,116	100,000
Additional Rent	1,795	21	(1,774)	17,948	208	(17,740)	250
Equipment Leases	1,777	8	(1,769)	2,810	83	(2,726)	100
Other Leases	-	833	833	4,032	8,333	4,302	10,000
Real/Personal Property Taxes	(33,870)	4,167	38,037	(33,870)	41,667	75,537	50,000
Repairs and Maintenance	44	417	373	42,625	4,167	(38,458)	5,000
Total Facilities, Repairs, & Other Leases	(22,932)	13,779	36,711	106,762	137,792	31,029	165,350

Teach Public Schools

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel Expense	2,890	2,375	(515)	25,264	9,500	(15,764)	9,500
Business Meals	42	83	41	558	833	275	1,000
Dues & Memberships	63	183	121	1,152	1,833	682	2,200
Utilities	206	1,250	1,045	10,734	12,500	1,766	15,000
Janitorial/Trash Removal	700	42	(658)	14,348	417	(13,932)	500
Office Expense	1,351	1,000	(351)	24,242	10,000	(14,242)	12,000
Postage and Shipping	238	150	(88)	2,131	1,200	(931)	1,500
Printing	-	10	10	333	80	(253)	100
Other taxes and fees	385	180	(205)	588	1,440	852	1,800
Bank Charges	110	100	(10)	1,027	800	(227)	1,000
Public Relations	715	-	(715)	1,257	-	(1,257)	-
Communications	879	1,667	788	6,304	16,667	10,363	20,000
Total Operations & Housekeeping	7,578	7,040	(538)	87,938	55,270	(32,668)	64,600
Depreciation							
Depreciation Expense	923	667	(257)	9,035	6,667	(2,368)	8,000
Total Depreciation	923	667	(257)	9,035	6,667	(2,368)	8,000
Interest							
Interest Expense	10,028	-	(10,028)	27,618	-	(27,618)	-
Total Interest	10,028	-	(10,028)	27,618	-	(27,618)	-
Total Expenses	$ 69,824	$ 89,804	$ 19,979	$ 967,830	$ 869,700	$ (98,130)	$ 1,038,891
Change in Net Assets	37,848	25,276	12,572	(67,631)	(77,531)	9,900	95,456
Net Assets, Beginning of Period	(64,035)			41,444			
Net Assets, End of Period	$ (26,187)			$ (26,187)			

Cunningham Morris, LLC

Budget vs Actual

For the period ended April 30, 2019

	Current Period Actual	Current Year Actual
Revenue		
Local Revenue		
Lease and Rental Income	$ 71,786	$ 717,862
Interest Revenue	2,745	18,386
Total Local Revenue	74,531	736,248
Total Revenue	$ 74,531	$ 736,248
Expenses		
Operations & Housekeeping		
Other taxes and fees	$ -	$ 6,880
Bond Amortization Expense	712	7,118
Total Operations & Housekeeping	712	13,998
Depreciation		
Depreciation Expense	23,660	236,595
Total Depreciation	23,660	236,595
Interest		
Interest Expense	60,716	606,812
Total Interest	60,716	606,812
Total Expenses	$ 85,087	$ 857,405
Change in Net Assets	(10,556)	(121,157)
Net Assets, Beginning of Period	(307,677)	(197,076)
Net Assets, End of Period	$ (318,233)	$ (318,233)

Teach Public Schools, Inc.

Statement of Cash Flows

For the period ended April 30, 2019

	Teach Academy of Technologies	Teach Tech Charter High School	Teach Prep Elementary School	Teach Public Schools	Cunningham & Morris LLC	Combined Teach Public Schools Inc
Cash Flow From Operating Activities						
Changes in Net Assets:	$ (57,267)	$ 72,469	$ 26,546	$ 37,848	$ (10,556)	$ 69,040
Adjustments to reconcile change in net assets to net cash flows from operating activities:						
Depreciation	6,290	3,659	608	923	23,660	35,140
Decrease/(increase) in Operating Assets:						
Public Funding Receivable	(14,539)	(9,461)	21,498	-	-	(2,503)
Grants, Contributions & Pledges Receivable	-	-	(8,365)	279	(2,222)	(10,308)
Due from Related Parties	(1,699)	(496,511)	(233,674)	731,884	-	-
Prepaid Expenses	12,647	8,125	307	1,876	-	22,955
Other Assets	-	-	-	-	(71,096)	(71,096)
(Decrease)/Increase in Operating Liabilities						
Accounts Payable	8,400	-	-	836	-	9,235
Accrued Expenses	10,998	2,477	(3,986)	(46,828)	-	(37,339)
Other Liabilities	5,779	21,226	1,328	(1,393)	59,935	86,875
Total Cash Flow from Operating Activities	**(29,392)**	**(398,016)**	**(195,738)**	**725,425**	**(279)**	**102,000**
Cash Flows from Investing Activities						
Purchase of Property & Equipment	(50,621)	-	(36,500)	-	-	(87,121)
Purchase of Securities	-	-	-	-	-	-
Total Cash Flows from Investing Activities	**(50,621)**	**-**	**(36,500)**	**-**	**-**	**(87,121)**
Cash Flows from Financing Activities						
Proceeds from (payments on) Capital Leases	(4,433)	-	-	-	-	(4,433)
Proceeds from (payments on) Long-term Debt	-	-	-	(500,000)	279	(499,721)
Total Cash Flows from Financing Activities	**(4,433)**	**-**	**-**	**(500,000)**	**279**	**(504,154)**
Change in Cash & Cash Equivalents	(84,446)	(398,016)	(232,238)	225,425	-	(489,275)
Cash & Cash Equivalents, Beginning of Period	577,191	453,902	380,645	78,940	53,506	1,544,183
Cash and Cash Equivalents, End of Period	**$ 492,745**	**$ 55,885**	**$ 148,407**	**$ 304,365**	**$ 53,506**	**$ 1,054,909**

Teach Public Schools, Inc.

Statement of Financial Position

April 30, 2019

	Teach Academy of Technologies	Teach Tech Charter High School	Teach Prep Elementary School	Teach Public Schools	Cunningham & Morris LLC	Eliminations	Combined Teach Public Schools Inc
Assets							
Current Assets							
Cash & Cash Equivalents	$ 492,745	$ 55,885	$ 148,407	$ 304,365	$ 53,506		$ 1,054,909
Accounts Receivable	30,660	-	8,365	24,000	8,649		71,674
Public Funding Receivables	138,889	203,838	72,516	-	-		415,243
Due To/From Related Parties	705,426	(400,331)	38,499	(341,978)	(1,617)		0
Prepaid Expenses	73,328	120,246	6,894	35,464	-		235,932
Short-Term Investment - Money Market Funds	-	-	-	-	849,289		849,289
Total Current Assets	**1,441,047**	**(20,362)**	**274,682**	**21,852**	**909,826**	**-**	**2,627,046**
Long Term Assets							
Property & Equipment, Net	1,171,174	148,552	58,125	63,305	10,279,999		11,721,155
Deposits	9,900	158,517	250	17,580	-		186,247
Deferred Lease Asset	-	-	-	-	262,489	(262,489)	-
Investments	-	-	-	-	570,000		570,000
Valuation of Treasury Notes	-	-	-	-	(2,810)		(2,810)
Valuation of Treasury Bond	-	-	-	-	3,621		3,621
Total Long Term Assets	**1,181,074**	**307,069**	**58,375**	**80,885**	**11,113,299**	**(262,489)**	**12,478,213**
Total Assets	**$ 2,622,121**	**$ 286,707**	**$ 333,057**	**$ 102,737**	**$ 12,023,125**	**$ (262,489)**	**$ 15,105,259**
Liabilities							
Current Liabilities							
Accounts Payable	$ 8,400	$ -	$ -	$ 836	$ -		$ 9,235
Accrued Liabilities	122,404	26,597	9,256	110,410	-		268,667
Interest Payable	-	-	-	-	299,677		299,677
Deferred Rent, Current Portion	-	-	-	17,679	-		17,679
Total Current Liabilities	**130,803**	**26,597**	**9,256**	**128,924**	**299,677**	**-**	**595,258**
Long Term Liabilities							
Deferred Rent, Net of Current Portion	249,210	611,838	13,279	-	-	(262,489)	611,838
Capital Lease, Net of Current Portion	336,897	-	-	-	-		336,897
Bonds Payable, Net of Current Portion	-	-	-	-	12,530,000		12,530,000
Bond Issuance Cost	-	-	-	-	(270,025)		(270,025)
Discount on Bonds	-	-	-	-	(218,294)		(218,294)
Total Long Term Liabilities	**586,107**	**611,838**	**13,279**	**-**	**12,041,681**	**(262,489)**	**12,990,417**
Total Liabilities	**716,910**	**638,435**	**22,535**	**128,924**	**12,341,358**	**(262,489)**	**13,585,675**
Total Net Assets	**1,905,211**	**(351,728)**	**310,522**	**(26,187)**	**(318,233)**		**1,519,585**
Total Liabilities and Net Assets	**$ 2,622,121**	**$ 286,707**	**$ 333,057**	**$ 102,737**	**$ 12,023,125**	**(262,489)**	**$ 15,105,259**

Teach Academy of Technologies

Check Register

For the period ended April 30, 2019

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
61603	AT&T	Communication Svcs 04/19/18 - 06/18/18	4/2/2019	VOID
61615	Western Avenue Community Action	Traffic Team & Gardening Services 03/19	4/4/2019	6,915.00
61616	Master Services Plus	Replace Thermostat, Valves & Add Concrete and Fence	4/5/2019	10,665.00
61617	AMTECH Elevator Services	Elevator Svcs 04/01/19 - 06/30/19	4/8/2019	682.98
61618	AT&T	Communication Svcs 02/14/19 - 03/13/19	4/8/2019	306.30
61619	AT&T	Communication Svcs 02/14/19 - 03/13/19	4/8/2019	359.36
61620	Bay Alarm Company	Alarm Svcs 04/01/19 - 07/01/19	4/8/2019	1,260.00
61621	Bay Alarm Company	Alarm Svcs 04/01/19 - 05/01/19	4/8/2019	120.75
61622	Bay Alarm Company	Alarm Svcs 04/01/19 - 05/01/19	4/8/2019	99.75
61623	CBE	Copier Lease 01/05/19 - 02/04/19	4/8/2019	323.38
61624	Excel Professional Staffing Services	Sub Svcs 03/18/19 - 03/22/19	4/8/2019	813.28
61625	Hapara Inc	Licenses 02/01/19 - 01/31/20	4/8/2019	1,485.00
61626	James Heimler, Architect, Inc.	TEACH TECH Modular Buildings Los Angeles Project	4/8/2019	6,967.32
61627	Mutual of Omaha	Life and AD&D Ins 04/19	4/8/2019	284.63
61628	Staples Business Credit	Office Supplies	4/8/2019	569.78
61629	Teachers on Reserve	Sub Svcs 03/04/19 - 03/15/19	4/8/2019	4,501.13
61630	Los Angeles County Tax Collector	FY1819 Property Tax 1st & 2nd Installment	4/10/2019	135,703.84
61631	Andrade Paving, Inc.	Replace Sidewalk Concrete & Patch Curb	4/11/2019	36,500.00
61632	A Plus Charter Consulting, Inc.	Consulting Svcs 2019-2020	4/16/2019	5,000.00
61633	Aquarium of the Pacific	Field Trip - Aquarium of the Pacific - 04/05/19	4/16/2019	1,483.50
61634	Association of California School Administrators	Membership 04/19	4/16/2019	VOID
61635	Charter Impact, Inc.	Business Mgmt Svcs 04/19	4/16/2019	8,309.00
61636	Chartersafe	Exposure Premium Update	4/16/2019	4,713.00
61637	Comprehensive Therapy Associates Inc	SpEd Svcs 02/19	4/16/2019	500.00
61638	Excel Professional Staffing Services	Sub Svcs 03/25/19 - 03/28/19	4/16/2019	1,080.52
61639	Fidelity Security Life	Life Ins 04/19	4/16/2019	572.83
61640	Illuminate Education Inc.	Office Software (641)	4/16/2019	5,102.50
61641	Kidder Mathews of California	Office Supplies	4/16/2019	1,600.00
61642	Maintex, Inc.	Janitorial Supplies	4/16/2019	1,798.50
61643	Teachers on Reserve	Sub Svcs 03/18/19 - 03/22/19	4/16/2019	2,650.90
61644	Time Warner Cable - 2214	Communication Svcs	4/16/2019	1,763.66
61645	Preferred Meal Systems, Inc.	Meals 03/19	4/16/2019	33,520.55
61646	Verizon Wireless	Communication Svcs 02/22/19 - 03/21/19	4/16/2019	128.22
61647	Master Services Plus	Replacing Damaged Flooring - Partial Payment	4/16/2019	6,928.29
61648	Aflac	Supplemental Ins 03/19-04/19	4/19/2019	1,961.08
61649	Charter Impact, Inc.	Interest Payment 03/19	4/19/2019	5,096.00
61650	Comprehensive Therapy Associates Inc	SpEd Svcs 03/19	4/19/2019	3,176.25
61651	Excel Professional Staffing Services	Sub Svcs 04/01/19 - 04/05/19	4/19/2019	642.94
61652	First Book	Books	4/19/2019	123.87
61653	First Note Finance Inc.	Consulting Svcs	4/19/2019	100.00
61654	Kaiser Foundation Health Plan	Health Ins 05/19	4/19/2019	33,052.23
61655	Guillermo Lopez	Consulting Svcs 03/19	4/19/2019	950.00
61656	Maintex, Inc.	Janitorial Supplies	4/19/2019	1,319.54
61657	Republic Services #902	Janitorial Svcs 04/19	4/19/2019	774.83
61658	The Gas Company	Utility Svcs	4/19/2019	335.64
61659	Teachers on Reserve	Sub Svcs 03/25/19 - 03/29/19	4/19/2019	3,009.16
61660	Schoolbinder, Inc (TeachBoost)	Software (17)	4/19/2019	1,020.00
61661	Time Warner Cable	Communication Svcs 04/07/19 -05/06/19	4/19/2019	2,377.90
61662	The Aptus Group, Inc.	SpEd Svcs 03/19	4/19/2019	3,995.90
61663	Master Services Plus	Replacing Damaged Flooring - Partial Payment	4/22/2019	29,500.00
61664	MTS- Martinez Transport Services, LLC	Janitorial Svcs 06/19	4/30/2019	13,925.00
61665	Master Services Plus	Janitorial Svcs & Metal Work on Entry/Exit Gates	4/30/2019	8,930.00
ACH	CALPERS	PERS 03/19	4/1/2019	6,086.87
ACH	CALSTRS	STRS 03/19	4/1/2019	39,528.92
ACH	Sterling Administration	Sterling 03/16/19-03/29/19	4/3/2019	884.12
ACH	Sterling Administration	Sterling 03/19 - Maintenance Fee	4/12/2019	50.00
ACH	LADWP - 0000	Utilities 02/27/19-03/29/19 (0000)	4/15/2019	367.45
ACH	LADWP - 7788	Utilities 02/27/19-03/28/19 (7788)	4/15/2019	560.43
ACH	PlanConnect	Plan Connect 04/01/19-04/15/19	4/15/2019	2,185.00
ACH	LADWP - 7514	Utilities 02/28/19-03/29/19 (7514)	4/16/2019	54.65
ACH	LADWP - 1536	Utilities 02/18/19-03/29/19 (1536)	4/16/2019	361.89
ACH	California Department of Tax and Fee Administration	Use Tax 2018	4/16/2019	406.00
ACH	Sterling Administration	Sterling 03/30/19-04/15/19	4/18/2019	884.12
ACH	LADWP - 4653	Utilities 02/27/19-03/28/19 (4653)	4/25/2019	1,988.76
ACH	California Department of Tax and Fee Administration	Q1 Use Tax	4/30/2019	149.00
			Total Payments Issued in April	**$ 446,506.52**

Teach Tech Charter High School

Check Register

For the period ended April 30, 2019

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
71126	Preferred Meal Systems, Inc.	Meals - 09/18 & 12/18	4/3/2019	VOID
71174	Department of Industrial Relations	Permit - 03/06/19	4/3/2019	VOID
71177	The Gas Company	Utility Svcs	4/3/2019	VOID
71181	Department of Industrial Relations	Permit - 03/06/19	4/3/2019	125.00
71182	The Gas Company	Utility Svcs	4/3/2019	110.42
71183	Preferred Meal Systems, Inc.	Meals - 09/18 & 12/18	4/3/2019	24,504.64
71184	Bay Alarm Company	Alarm Svcs 04/01/19 - 07/01/19	4/8/2019	360.00
71185	Facilitron Inc	2019 Graduation Space Rental 06/12/19	4/8/2019	2,593.68
71186	Teachers on Reserve	Sub Svcs 03/04/19 - 03/15/19	4/8/2019	1,408.48
71187	A Plus Charter Consulting, Inc.	Consulting Svcs 2018-2019	4/16/2019	4,500.00
71188	Bay Alarm Company	Alarm Svcs 03/01/19 - 05/01/19	4/16/2019	2,787.57
71189	BYU Continuing Education	Enrichment Svcs 10/18	4/16/2019	330.00
71190	Charter Impact, Inc.	Business Mgmt Svcs 04/19	4/16/2019	7,011.00
71191	E&D Sign Solutions	Plastic Outdoor Signs	4/16/2019	4,096.84
71192	FCOC Transportation	Field Trip 04/05/19 & 04/10/19	4/16/2019	1,670.00
71193	Ontario Refrigeration	Refrigeration Repair 03/08/19 - 03/10/19	4/16/2019	586.25
71194	Teachers on Reserve	Sub Svcs 03/18/19 - 03/22/119	4/16/2019	867.15
71195	Preferred Meal Systems, Inc.	Meals 03/19	4/16/2019	19,698.10
71196	Varsity Tutors LLC	Enrichment Svcs	4/16/2019	6,300.00
71197	Waste Management	Janitorial Svcs 04/19	4/16/2019	404.78
71198	Waste Management	Janitorial Svcs 04/19	4/16/2019	238.94
71199	The Aptus Group, Inc.	SpEd Svcs 03/19	4/19/2019	8,580.70
71200	College Entrance Examination Board	School Supplies	4/19/2019	2,736.00
71201	Interquest Detection Canines	Consulting Svcs 03/08/19 & 03/20/19	4/19/2019	315.00
71202	Jesus Ojeda	Reimb - 03/29/19	4/19/2019	505.02
71203	Sharon Rhee	Reimb - 04/11/19	4/19/2019	284.71
71204	Red Hook Teach ll LLC	Rent 05/19	4/25/2019	69,735.41
71205	Red Hook Teach 4 LLC	Parking Lease- 05/19	4/25/2019	5,333.00
ACH	CALSTRS	STRS 03/19	4/1/2019	26,410.05
ACH	Pacific Western Bank	Stop Payment Fee	4/3/2019	15.00
ACH	Golden State Water Company	Utilities for 02/20/19 - 03/19/19 (4968)	4/12/2019	24.30
ACH	Golden State Water Company	Utilities for 02/20/19 - 03/19/19 (7911)	4/12/2019	522.05
ACH	Southern California Edison - 9482	Utilities Svcs 03/11/19-04/09/19	4/29/2019	3,928.52

Total Payments Issued in April **$ 195,982.61**

Teach Public Schools, Inc

Check Register

For the period ended April 30, 2019

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
81021	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	$ 95.50
81022	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	263.50
81023	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	174.37
81024	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	50.00
81025	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	25.00
81026	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	233.00
81027	California State Disbursement Unit	Wage Garnishment 3/29/19	4/1/2019	70.00
81028	Franchise Tax Board	Wage Garnishment 3/29/19	4/1/2019	87.50
81029	Franchise Tax Board	Wage Garnishment 3/29/19	4/1/2019	177.12
81030	Franchise Tax Board	Wage Garnishment 3/29/19	4/1/2019	712.98
81031	Los Angeles County Sheriff's Department	Wage Garnishment 3/29/19	4/1/2019	50.00
81032	Bay Alarm Company	Alarm Svcs 04/01/19 - 06/01/19	4/8/2019	62.26
81033	Bay Alarm Company	Alarm Svcs 04/01/19 - 06/01/19	4/8/2019	118.46
81034	Bay Alarm Company	Alarm Svcs 04/01/19 - 06/01/19	4/8/2019	136.55
81035	Pacific Business Technologies North	Copier Lease 01/20/19 - 03/20/19	4/8/2019	649.91
81036	Franchise Tax Board	Wage Garnishment 4/15/19	4/12/2019	87.50
81037	Franchise Tax Board	Wage Garnishment 4/15/19	4/12/2019	166.54
81038	Franchise Tax Board	Wage Garnishment 4/15/19	4/12/2019	712.98
81039	Los Angeles County Sheriff's Department	Wage Garnishment 4/15/19	4/12/2019	50.00
81040	CA Charter Schools Conference Registration	CA Charter School Conf 2019	4/16/2019	25.00
81041	Charter Impact, Inc.	Business Mgmt Svcs 4/19, payroll fee 3/19	4/16/2019	2,381.50
81042	Charter Schools Development Center	Conference/Registration 07/06/18	4/16/2019	1,425.00
81043	Mark Raben	Javalina Pens (1000)	4/16/2019	715.00
81044	Association of California School Administrators	Membership 04/19	4/17/2019	62.75
81045	Department of Justice	Fingerprint Apps 02/19	4/19/2019	32.00
81046	Strategic HR Alliance	Consulting Svcs 03/19	4/19/2019	1,200.00
81047	Graziadio Family Development	Rent & NNN Charges 05/19	4/25/2019	10,509.84
81048	Franchise Tax Board	Wage Garnishment 4/30/19	4/29/2019	87.50
81049	Franchise Tax Board	Wage Garnishment 4/30/19	4/29/2019	712.98
81050	Los Angeles County Sheriff's Department	Wage Garnishment 4/30/19	4/29/2019	50.00
81051	Charter Impact, Inc.	Loan Repayment & Interest Charges 04/19	4/30/2019	504,932.00
ACH	Apple Online Store	Apple Online Store	4/1/2019	69.00
ACH	Apple Online Store	Apple Online Store	4/1/2019	420.01
ACH	Employment Development Department	State Tax Payment SUI for PPE 032919	4/1/2019	2,103.78
ACH	Employment Development Department	State Tax Payment SDI & CA PIT for PPE 032919	4/1/2019	7,148.76
ACH	Internal Revenue Service	FED Tax Payment for PPE 032919	4/1/2019	27,765.26
ACH	Hotel.com	Hotels.com	4/3/2019	1,439.68
ACH	Stamps.com	Stamps.com	4/4/2019	15.99
ACH	Internal Revenue Service	FED Tax Payment for 040419	4/5/2019	26.08
ACH	Amazon	Microsoft Surface Arc Mouse (1)	4/8/2019	63.51
ACH	Home Depot	Home Depot	4/8/2019	534.44
ACH	Amazon	iPod Case (21) & USB (2)	4/8/2019	662.73
ACH	Amazon	iPad Case (20), Screen Protector, phone charger (5)	4/10/2019	390.18
ACH	Amazon	School Supplies	4/11/2019	100.93
ACH	Apple Online Store	Apple Online Store	4/11/2019	217.91
ACH	Golden State Water Company - 1244	Utilities for 02/23/19-03/19/19 (1244)	4/11/2019	13.20
ACH	Golden State Water Company	Utilities for 02/23/19-03/19/19 (7092)	4/11/2019	17.70
ACH	Golden State Water Company	Utilities for 02/23/19-03/19/19 (9575)	4/11/2019	33.01
ACH	Golden State Water Company - 3716	Utilities for 02/23/19-03/19/19 (3716)	4/11/2019	141.59
ACH	Officebooks.com	OfficeBooks.com	4/12/2019	9.00
ACH	Apple Online Store	Apple Online Store	4/12/2019	217.91
ACH	Stamps.com	Stamps-55 sheets	4/15/2019	65.66
ACH	SouthWest	Airfare-PBL Conference	4/15/2019	185.96
ACH	SouthWest	Airfare-PBL Conference	4/15/2019	189.96
ACH	Republic Services #902	Waste Svcs 03/19-04/19	4/15/2019	1,120.72
ACH	Pacific Western Bank	Bank Charge	4/15/2019	95.00
ACH	California State Disbursement Unit	Wage Garnishment PPE041219	4/15/2019	911.37
ACH	Employment Development Department	State Tax Payment SUI for PPE 041219	4/15/2019	1,520.21
ACH	Employment Development Department	State Tax Payment SDI & CA PIT for PPE041219	4/15/2019	7,042.03
ACH	Internal Revenue Service	Federal Tax Payment for PPE 041219	4/15/2019	27,238.32
ACH	Home Depot	Home Depot	4/18/2019	43.96
ACH	Pacific Western Bank	Stop Payment	4/22/2019	15.00
ACH	Amazon	Amazon Prime	4/23/2019	14.22
ACH	Amazon	Engineering Scientific Calculator	4/26/2019	289.20
ACH	The Gas Company	Utility Svcs (8786)	4/26/2019	136.18
			Total Payments Issued in April	**$ 606,315.20**

Teach Elementary School

Check Register

For the period ended April 30, 2019

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
10030	Bay Alarm Company	Alarm Svcs 04/01/19 - 07/01/19	4/8/2019	$ 255.00
10031	CBE	Copier Lease 02/05/19 - 03/04/19	4/8/2019	648.17
10032	Staples Business Credit	Janitorial Supplies	4/8/2019	19.70
10033	Teachers on Reserve	Sub Svcs 03/04/19 - 03/15/19	4/8/2019	1,286.99
10034	A Plus Charter Consulting, Inc.	Consulting Svcs 2019-2020	4/16/2019	4,500.00
10035	The Aptus Group, Inc.	SpEd Svcs 11/18	4/16/2019	543.75
10036	Bay Alarm Company	Alarm Svcs 03/20/19 - 05/01/19	4/16/2019	514.64
10037	Bay Alarm Company	Alarm Services 03/09/19 - 05/01/19	4/16/2019	239.36
10038	Charter Impact, Inc.	Business Mgmt Svcs 04/19	4/16/2019	2,957.00
10039	Teachers on Reserve	Sub Svcs 03/18/19 - 03/22/19	4/16/2019	190.19
10040	Preferred Meal Systems, Inc.	Meals 03/19	4/16/2019	6,880.00
10041	The Aptus Group, Inc.	SpEd Svcs 03/19	4/19/2019	2,920.55
10042	PBLworks	Conference/Registration 06/18/19 - 06/20/19	4/19/2019	2,300.00
10043	Wisetel, Inc	Installation of CAT6 & WAP Cables	4/19/2019	8,365.21
10044	Teachers on Reserve	Sub Svcs 03/25/19 03/29/19	4/25/2019	269.78
ACH	CALSTRS	STRS 03/19	4/3/2019	46,475.55
			Total Payments Issued in April	**$ 78,365.89**

Teach Academy of Technologies

Accounts Payable Aging

For the period ended April 30, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
A-Tech Systems	0000012850	4/2/2018	4/12/2018	$ -	$ -	$ -	$ 150.00	$ -	$ 150.00
A-Tech Systems	0000013197	7/16/2018	7/26/2018	275.00	-	-	-	-	275.00
A-Tech Systems	0000013470	10/8/2018	10/18/2018	150.00	-	-	-	-	150.00
A-Tech Systems	0000014140	4/3/2019	4/13/2019	150.00	-	-	-	-	150.00
A-Tech Systems	14166	4/15/2019	4/25/2019	525.00	-	-	-	-	525.00
Aleta Cruel	CRUE042319	4/23/2019	4/23/2019	20.96	-	-	-	-	20.96
Aleta Cruel	CRUE042319-1	4/23/2019	4/23/2019	165.80	-	-	-	-	165.80
CBE	IN2134833	4/5/2019	4/15/2019	155.93	-	-	-	-	155.93
Cell Business Equipment	63182131	4/6/2019	5/1/2019	3,095.39	-	-	-	-	3,095.39
Excel Professional Staffing Services	2935	11/19/2018	12/4/2018	382.50	-	-	-	-	382.50
Excel Professional Staffing Services	2940	11/19/2018	12/4/2018	442.00	-	-	-	-	442.00
Excel Professional Staffing Services	2950	12/4/2018	12/19/2018	223.72	-	-	-	-	223.72
Excel Professional Staffing Services	3090	4/22/2019	5/7/2019	1,013.20	-	-	-	-	1,013.20
Fernando Tours	2019053	3/26/2019	3/26/2019	1,650.00	-	-	-	-	1,650.00
	Total Outstanding Invoices			**$ 8,249.50**	**$ -**	**$ -**	**$ 150.00**	**$ -**	**$ 8,399.50**

Teach Tech Charter High School

Accounts Payable Aging

For the period ended April 30, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Total Outstanding Invoices				$ -	$ -	$ -	$ -	$ -	$ -

Teach Elementary School

Accounts Payable Aging

For the period ended April 30, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Total Outstanding Invoices				$ -	$ -	$ -	$ -	$ -	$ -

Teach Public Schools, Inc

Accounts Payable Aging

For the period ended April 30, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Charter Impact, Inc.	7313	4/22/2019	5/22/2019	$ 681.44	$ -	$ -	$ -	$ -	$ 681.44
Shashawnna Lawson	LAWS042619	4/26/2019	4/26/2019	42.06	-	-	-	-	42.06
Staples Business Credit	7212043451-0-3	1/25/2019	3/20/2019	112.24	-	-	-	-	112.24
			Total Outstanding Invoices	**$ 835.74**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 835.74**

TEACH Inc.,
60-Day Compliance Calendar
April 30, 2019

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
DATA TEAM	May-03	SAT - 11th and 12th grade student registration deadline for June 1, 2019 - 7th administration - SAT test dates are tightly clustered in the late summer and fall. This is because most college application deadlines are in the late fall and early winter. Essentially, the College Board is giving seniors multiple shots at hitting their SAT goal scores right before their applications are due.	TEACH Tech	No	No	https://collegereadiness.collegeboard.org/sat/register/dates-deadlines
DATA TEAM	May-03	ACT - 11th and 12th grade student registration deadline for June 8, 2019 - 6th administration - the ACT assessment measures high school students' general educational development and their capability to complete college-level work with the multiple-choice tests covering four skill areas: English, mathematics, reading, and science.	TEACH Tech	No	No	http://www.act.org/content/act/en/products-and-services/the-act/registration.html
FINANCE	5/15/2019-SUBMITTED	Extended Due Date - Form 990 - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The form should be reviewed and accepted by the Board prior to filing.	Teach Inc./CLA	Yes	No	http://www.publiccounsel.org/useful_materials?id=0025
DATA TEAM	May-31	English Language Proficiency Assessments for California (ELPAC) - The ELPAC is the required state test for English language proficiency (ELP) that must be given to students whose primary language is a language other than English. State and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten through grade twelve. The California Department of Education (CDE) transitioned from the California English Language Development Test (CELDT) to the ELPAC as the state ELP assessment in 2018. The ELPAC is aligned with the 2012 California English Language Development Standards. It consists of two separate ELP assessments: one for the initial identification of students as English learners (ELs), and a second for the annual summative assessment to measure a student's progress in learning English and to identify the student's level of ELP.	TEACH Academy/ TEACH Tech/ Tech Prep	No	No	http://www.cde.ca.gov/ta/tg/ep/

TEACH Inc.,
60-Day Compliance Calendar
April 30, 2019

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
DATA TEAM	May-31	Physical Fitness Exam - The physical fitness test (PFT) for students in California schools is the FITNESSGRAM and collects students' ability to perform specific physical tasks (# of pushups, # of sit-ups, etc.). The main goal of the test is to help students in starting life-long habits of regular physical activity. Grades 5, 7 and 9 are required to take this exam. The test window opens on 2/1/2019 and closes on 5/31/2019.	TEACH Academy/ TEACH Tech/ Tech Prep	No	No	https://www.cde.ca.gov/ta/tg/pf/
FINANCE	Jun-01	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	TEACH, Inc. with Charter Impact support	Yes	No	This is an IRS requirement for Executive Director positions. If needed, Charter Impact can
FINANCE	Jun-01	SB 740 Charter School Facility Grant Program applications (Continuing Schools) - The SB740 Program is intended to provide grants to charter schools to assist with facilities' rent and lease costs associated with the school. Each year applicants must submit a new Application and the Authority will determine eligibility on an annual basis. Charter schools must also meet the FRPM Eligibility requirements each year.	Charter Impact	No	Yes	http://www.treasurer.ca.gov/csfa/csfgp/index.asp
DATA TEAM	Jun-14	ACT - 11th and 12th grade student registration deadline for July 13, 2019 - 7th administration - the ACT assessment measures high school students' general educational development and their capability to complete college-level work with the multiple-choice tests covering four skill areas: English, mathematics, reading, and science.	TEACH Tech	No	No	http://www.act.org/content/act/en/products-and-services/the-act/registration.html

TEACH Inc.,
60-Day Compliance Calendar
April 30, 2019

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
FINANCE	Jun-15	Submit Charter Schools Annual Information Survey - The Charter Schools Annual Information Survey has 5 sections: location and school contact information, authorizing agency, site, curriculum and governance information, facilities, retirement and services information, and funding. The funding selection impacts how your school receives revenue payments. All charter schools must be either directly or locally funded. For example: LCFF apportionment funds for a locally funded charter school flow through its local chartering authority whereas funds for a direct funded charter school may flow directly to the county treasurer and then to the charter school. However, the funding type decision may impact the amount of other state and federal funds that a charter school receives, outside the LCFF. This decision may be reconsidered on an annual basis.	Charter Impact	No	Yes	https://www.cde.ca.gov/sp/cs/ac/csinfosvy1617.asp
FINANCE	**Jun-15**	**Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations.** **The budget must be presented at the same public meeting as the LCAP, following the budget hearing.** **LCAP and budget adoption must be at least 1 day after the public hearing.**	**Charter Impact**	**Yes**	**No**	**https://www.cde.ca.gov/fg/sf/fr/calendar19district.asp**
FINANCE	**Jun-25**	**Certification of the 2018-19 Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.**	**Charter Impact**	**No**	**No**	**https://www.cde.ca.gov/fg/aa/pa/**
FINANCE	**Jun-30**	**Local Control and Accountability Plan - The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.** **The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing.** **LCAP and budget adoption must be at least 1 day after the public hearing.**	**TEACH Academy/ TEACH Tech/ TEACH Prep with Charter Impact support**	**Yes**	**No**	**https://www.cde.ca.gov/re/lc/**

TEACH Inc.,
60-Day Compliance Calendar
April 30, 2019

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
FINANCE	Jun-30	LCAP Federal Addendum - Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.	TEACH Academy/ TEACH Tech/ TEACH Prep with Charter Impact support	Yes	No	https://www.cde.ca.gov/re/lc/addendumguidance.asp
OPERATIONS	Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	TEACH Academy/ TEACH Tech/ TEACH Prep	Yes	No	https://www.cde.ca.gov/fg/aa/pa/lcffitfaq.asp
GOVERNANCE	Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	TEACH Academy/ TEACH Tech/ TEACH Prep	Yes	No	https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp
GOVERNANCE	Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	TEACH Academy/ TEACH Tech/ TEACH Prep	No	No	https://www.cde.ca.gov/sp/hs/cy/strategies.asp
FINANCE	Jun-30	School Nutrition Application Due to CDE - Funding supports five school meal and milk programs to assist schools, districts, and other nonprofit agencies in providing nutritious meals and milk to children at reasonable prices or free to qualified applicants. The five programs are the National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Feeding Option (SSFO), Special Milk Program (SMP), and State Meal Program (STMP)	TEACH Academy/ TEACH Tech/ TEACH Prep	No	No	https://www.cde.ca.gov/fg/fo/profile.asp?id=5104

Coversheet

2019-2020 TEACH Operating Budgets

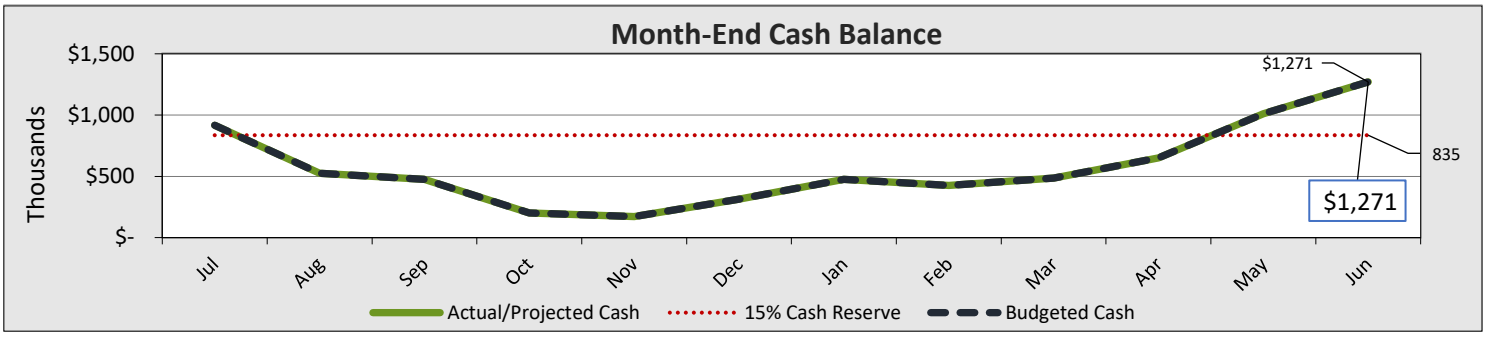
Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: C. 2019-2020 TEACH Operating Budgets
Purpose: Vote
Submitted by:
Related Material: FY20- TEACH Budgets for Matt 6.10.2019- FINAL.pdf

TEACH Academy of Technologies
Board Summary
FY19-20 Budget

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 53,844	$ 53,844	$ -	$ 4,469,106	$ 4,469,106	$ -
Federal Revenue	3,797	3,797	-	596,832	596,832	-
Other State Revenue	9,707	9,707	-	929,857	929,857	-
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 67,348**	**$ 67,348**	**$ -**	**$ 5,995,795**	**$ 5,995,795**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 19,715	$ 19,715	$ -	$ 1,204,206	$ 1,204,206	$ -
Classified Salaries	4,225	4,225	-	446,832	446,832	-
Benefits	17,738	17,738	-	528,382	528,382	-
Books and Supplies	8,425	8,425	-	568,157	568,157	-
Subagreement Services	5,833	5,833	-	392,500	392,500	-
Operations	17,489	17,489	-	216,866	216,866	-
Facilities	84,759	84,759	-	1,017,105	1,017,105	-
Professional Services	72,437	72,437	-	1,135,572	1,135,572	-
Depreciation	5,000	5,000	-	60,000	60,000	-
Interest	-	-	-	-	-	-
Total Expenses	**$ 235,621**	**$ 235,621**	**$ -**	**$ 5,569,619**	**$ 5,569,619**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Total Surplus(Deficit)	**$ (168,273)**	**$ (168,273)**	**$ -**	**$ 426,176**	**$ 426,176**	**$ -**
Beginning Fund Balance	2,248,704	2,248,704		2,248,704	2,248,704	
Ending Fund Balance	**$ 2,080,430**	**$ 2,080,430**		**$ 2,674,880**	**$ 2,674,880**	
As a % of Annual Expenses	*37.4%*	*37.4%*		*48.0%*	*48.0%*	



TEACH Academy of Technologies

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Assumptions						
LCFF COLA	*3.70%*	*3.26%*	*3.00%*	*2.80%*	*0.00%*	*0.00%*
Non-LCFF Revenue COLA	*n/a*	*n/a*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Expense COLA	*n/a*	*2.00%*	*2.00%*	*2.00%*	*2.00%*	*2.00%*
Enrollment	*-*	*440.00*	*440.00*	*440.00*	*440.00*	*440.00*
Average Daily Attendance	*389.40*	*418.00*	*418.00*	*418.00*	*418.00*	*418.00*
Revenues						
State Aid - Revenue Limit						
8011 LCFF State Aid	2,599,130	2,876,262	3,009,922	3,138,630	3,138,629	3,138,629
8012 Education Protection Account	531,477	629,543	629,543	629,543	629,543	629,543
8019 State Aid - Prior Year	(2,858)	-	-	-	-	-
8096 In Lieu of Property Taxes	897,392	963,302	963,302	963,302	963,302	963,302
	4,025,141	4,469,106	4,602,767	4,731,475	4,731,474	4,731,474
Federal Revenue						
8181 Special Education - Entitlement	75,933	81,510	81,510	81,510	81,510	81,510
8220 Federal Child Nutrition	282,714	330,414	330,414	330,414	330,414	330,414
8290 Title I, Part A - Basic Low Income	156,989	156,989	156,989	156,989	156,989	156,989
8291 Title II, Part A - Teacher Quality	17,919	17,919	17,919	17,919	17,919	17,919
8296 Other Federal Revenue	10,000	10,000	10,000	10,000	10,000	10,000
8299 Prior Year Federal Revenue	14,379	-	-	-	-	-
	557,934	596,832	596,832	596,832	596,832	596,832
Other State Revenue						
8311 State Special Education	194,147	208,406	208,406	208,406	208,406	208,406
8520 Child Nutrition	23,531	29,830	29,830	29,830	29,830	29,830
8545 School Facilities (SB740)	306,864	479,446	479,446	479,446	479,446	479,446
8550 Mandated Cost	66,784	6,565	7,047	7,047	7,047	7,047
8560 State Lottery	75,544	85,272	85,272	85,272	85,272	85,272
8598 Prior Year Revenue	50,720	-	-	-	-	-
8599 Other State Revenue	126,265	120,337	120,337	120,337	120,337	120,337
	843,855	929,857	930,339	930,339	930,339	930,339
Other Local Revenue						
8689 Other Fees and Contracts	19,605	-	-	-	-	-
	19,605	-	-	-	-	-
Total Revenue	**$ 5,446,535**	**$ 5,995,795**	**$ 6,129,938**	**$ 6,258,646**	**$ 6,258,645**	**$ 6,258,645**
Expenses						
Certificated Salaries						
1100 Teachers' Salaries	910,564	825,882	842,400	859,248	876,433	893,961
1170 Teachers' Substitute Hours	33,950	30,000	5,508	5,618	5,731	5,845
1175 Teachers' Extra Duty/Stipends	2,165	55,915	57,033	58,173	59,337	60,524
1200 Pupil Support Salaries	67,925	70,981	72,401	73,849	75,326	76,832
1300 Administrators' Salaries	312,067	165,600	168,912	172,290	175,736	179,251
1900 Other Certificated Salaries	-	55,828	56,945	58,083	59,245	60,430
	1,326,671	1,204,206	1,203,198	1,227,262	1,251,807	1,276,843

TEACH Academy of Technologies

Multi-Year Forecast

Revised 6/10/2019

		2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Classified Salaries							
2100	Instructional Salaries	133,157	206,140	210,263	214,468	218,757	223,133
2200	Support Salaries	6,736	23,936	24,415	24,903	25,401	25,909
2400	Clerical and Office Staff Salaries	111,854	97,357	99,304	101,290	103,316	105,382
2900	Other Classified Salaries	104,254	119,399	121,787	124,223	126,708	129,242
		356,001	446,832	455,769	464,884	474,182	483,666
Benefits							
3101	STRS	211,542	201,102	229,811	234,407	239,095	243,877
3202	PERS	49,922	92,941	108,473	117,151	119,494	121,884
3301	OASDI	24,583	27,704	28,258	28,823	29,399	29,987
3311	Medicare	24,431	23,940	24,055	24,536	25,027	25,527
3401	Health and Welfare	148,250	107,660	115,668	117,981	120,341	122,748
3501	State Unemployment	25,539	20,279	19,986	19,993	20,001	20,009
3601	Workers' Compensation	17,657	23,115	23,226	23,690	24,164	24,647
3901	Other Benefits	-	31,641	31,793	32,429	33,078	33,739
		501,925	528,382	581,269	599,010	610,599	622,419
Books and Supplies							
4100	Textbooks and Core Curricula	46,166	48,279	49,245	50,229	51,234	52,259
4200	Books and Other Materials	975	1,045	1,066	1,087	1,109	1,131
4302	School Supplies	23,961	9,405	9,593	9,785	9,981	10,180
4305	Software	56,428	57,684	58,838	60,014	61,215	62,439
4310	Office Expense	49,632	30,000	30,600	31,212	31,836	32,473
4311	Business Meals	250	1,500	1,530	1,561	1,592	1,624
4400	Noncapitalized Equipment	30,000	60,000	23,810	25,745	25,745	25,745
4700	Food Services	306,888	360,244	367,449	374,798	382,294	389,940
		514,299	568,157	542,130	554,431	565,005	575,790
Subagreement Services							
5101	Nursing	-	70,000	71,400	72,828	74,285	75,770
5102	Special Education	64,320	80,000	81,600	83,232	84,897	86,595
5103	Substitute Teacher	56,583	50,000	51,000	52,020	53,060	54,122
5104	Transportation	748	2,500	2,550	2,601	2,653	2,706
5105	Security	43,707	40,000	40,800	41,616	42,448	43,297
5106	Other Educational Consultants	120,454	150,000	153,000	156,060	159,181	162,365
		285,811	392,500	400,350	408,357	416,524	424,855
Operations and Housekeeping							
5201	Auto and Travel	250	4,500	4,590	4,682	4,775	4,871
5300	Dues & Memberships	3,029	4,500	4,590	4,682	4,775	4,871
5400	Insurance	26,332	27,000	27,540	28,091	28,653	29,226
5501	Utilities	42,711	70,366	71,773	73,208	74,673	76,166
5502	Janitorial Services	66,928	12,000	12,240	12,485	12,734	12,989
5900	Communications	92,674	96,000	97,920	99,878	101,876	103,913
5901	Postage and Shipping	1,853	2,500	2,550	2,601	2,653	2,706
		233,777	216,866	221,203	225,627	230,140	234,742

TEACH Academy of Technologies

CHARTER IMPACT

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Facilities, Repairs and Other Leases						
5601 Rent	700,468	861,435	878,664	896,237	914,162	932,445
5602 Additional Rent	(11,236)	-	-	-	-	-
5603 Equipment Leases	40,704	40,000	40,800	41,616	42,448	43,297
5604 Other Leases	250	1,500	1,530	1,561	1,592	1,624
5605 Real/Personal Property Taxes	2,000	12,000	12,240	12,485	12,734	12,989
5610 Repairs and Maintenance	106,997	102,170	104,213	106,298	108,424	110,592
	839,183	1,017,105	1,037,447	1,058,196	1,079,360	1,100,947
Professional/Consulting Services						
5801 IT	9,448	14,000	14,280	14,566	14,857	15,154
5802 Audit & Taxes	6,208	7,250	7,395	7,543	7,694	7,848
5803 Legal	19,537	15,000	15,300	15,606	15,918	16,236
5804 Professional Development	24,000	25,000	25,500	26,010	26,530	27,061
5805 General Consulting	33,880	48,000	48,960	49,939	50,938	51,957
5806 Special Activities/Field Trips	24,073	28,424	28,992	29,572	30,164	30,767
5807 Bank Charges	192	250	255	260	265	271
5808 Printing	1,286	4,000	4,080	4,162	4,245	4,330
5809 Other taxes and fees	4,212	4,000	4,080	4,162	4,245	4,330
5810 Payroll Service Fee	1,995	-	-	-	-	-
5811 Management Fee	608,818	674,527	688,017	701,778	715,813	730,130
5812 District Oversight Fee	40,251	44,691	46,028	47,315	47,315	47,315
5813 County Fees	5,312	5,000	5,100	5,202	5,306	5,412
5814 SPED Encroachment	247,269	265,430	265,430	265,430	265,430	265,430
	1,026,482	1,135,572	1,153,418	1,171,544	1,188,720	1,206,239
Depreciation						
6900 Depreciation Expense	60,677	60,000	61,200	62,424	63,672	64,946
	60,677	60,000	61,200	62,424	63,672	64,946
Interest						
7438 Interest Expense	12,882	-	-	-	-	-
	12,882	-	-	-	-	-
Total Expenses	**$ 5,157,707**	**$ 5,569,619**	**$ 5,655,983**	**$ 5,771,736**	**$ 5,880,009**	**$ 5,990,447**
Surplus (Deficit)	**$ 288,828**	**$ 426,176**	**$ 473,955**	**$ 486,910**	**$ 378,636**	**$ 268,198**
Fund Balance, Beginning of Year	$ 1,959,876	$ 2,248,704	$ 2,674,880	$ 3,148,835	$ 3,635,745	$ 4,014,381
Fund Balance, End of Year	**$ 2,248,704**	**$ 2,674,880**	**$ 3,148,835**	**$ 3,635,745**	**$ 4,014,381**	**$ 4,282,579**
	43.6%	***48.0%***	***55.7%***	***63.0%***	***68.3%***	***71.5%***

TEACH Academy of Technologies

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Cash Flow Adjustments						
Surplus (Deficit)	288,828	426,176	473,955	486,910	378,636	268,198
Cash Flows From Operating Activities						
Depreciation/Amortization	60,677	60,000	61,200	62,424	63,672	64,946
Public Funding Receivables	55,772	(265,830)	(38,767)	(11,584)	0	-
Grants and Contributions Rec.	5,000	-	-	-	-	-
Due To/From Related Parties	160,500	(100,000)	-	-	-	-
Prepaid Expenses	(62,686)	-	-	-	-	-
Other Assets	(5,000)	-	-	-	-	-
Accounts Payable	(80,043)	(15,911)	68	141	26	27
Accrued Expenses	72,604	-	-	-	-	-
Other Liabilities	69,341	-	-	-	-	-
Cash Flows From Investing Activities					-	-
Purchases of Prop. And Equip.	(279,887)	(91,425)	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities					-	-
Proceeds(Payments) on Debt	328,031	(53,196)	-	-	-	-
Total Change in Cash	613,136	(40,186)	496,456	537,892	442,335	333,170
Cash, Beginning of Year	697,651	1,310,787	1,270,601	1,767,057	2,304,948	2,747,283
Cash, End of Year	**$ 1,310,787**	**$ 1,270,601**	**$ 1,767,057**	**$ 2,304,948**	**$ 2,747,283**	**$ 3,080,453**

TEACH Academy of Technologies

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 418.00

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Revenues															ADA = 389.40	
State Aid - Revenue Limit																
8011 LCFF State Aid	-	140,294	140,294	252,529	252,529	252,529	252,529	252,529	266,606	266,606	266,606	266,606	266,606	**2,876,262**	2,599,130	277,132
8012 Education Protection Account	-	-	157,386	-	-	157,386	-	-	157,386	-	-	-	157,386	**629,543**	531,477	98,066
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	(2,858)	2,858
8096 In Lieu of Property Taxes	53,844	107,687	71,791	71,791	71,791	71,791	71,791	147,605	73,802	73,802	73,802	73,802	-	**963,302**	897,392	65,910
	53,844	247,981	369,471	324,320	324,320	481,706	324,320	400,134	497,794	340,408	340,408	340,408	423,992	**4,469,106**	**4,025,141**	**443,966**
Federal Revenue																
8181 Special Education - Entitlement	3,797	3,797	6,834	6,834	6,834	6,834	6,834	7,949	7,949	7,949	7,949	7,949	0	**81,510**	75,933	5,577
8220 Federal Child Nutrition	-	-	-	16,521	31,389	31,389	31,389	31,389	31,389	31,389	31,389	31,389	62,779	**330,414**	282,714	47,700
8290 Title I, Part A - Basic Low Income	-	-	39,247	-	-	117,742	-	-	-	-	-	-	-	**156,989**	156,989	-
8291 Title II, Part A - Teacher Quality	-	-	4,480	-	-	13,439	-	-	-	-	-	-	-	**17,919**	17,919	-
8296 Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	10,000	-	**10,000**	10,000	-
8299 Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	14,379	(14,379)
	3,797	3,797	50,561	23,355	38,223	169,404	38,223	39,339	39,339	39,339	39,339	49,339	62,779	**596,832**	**557,934**	**38,898**
Other State Revenue																
8311 State Special Education	9,707	9,707	17,473	17,473	17,473	17,473	17,473	20,325	20,325	20,325	20,325	20,325	0	**208,406**	194,147	14,259
8520 Child Nutrition	-	-	-	1,492	2,834	2,834	2,834	2,834	2,834	2,834	2,834	2,834	5,668	**29,830**	23,531	6,299
8545 School Facilities (SB740)	-	-	-	-	-	-	239,723	-	-	-	119,862	-	119,862	**479,446**	306,864	172,582
8550 Mandated Cost	-	-	-	-	-	6,565	-	-	-	-	-	-	-	**6,565**	66,784	(60,219)
8560 State Lottery	-	-	-	-	-	-	19,859	-	-	19,859	-	-	45,553	**85,272**	75,544	9,728
8598 Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	50,720	(50,720)
8599 Other State Revenue	-	-	-	-	78,219	-	-	-	-	30,084	-	-	12,034	**120,337**	126,265	(5,928)
	9,707	9,707	17,473	18,965	98,526	26,872	279,889	23,159	23,159	73,103	143,020	23,159	183,116	**929,857**	**843,855**	**86,002**
Other Local Revenue																
8689 Other Fees and Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	19,605	(19,605)
	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**19,605**	**(19,605)**
Total Revenue	**67,348**	**261,485**	**437,505**	**366,640**	**461,070**	**677,983**	**642,433**	**462,631**	**560,292**	**452,850**	**522,768**	**412,906**	**669,886**	**5,995,795**	**5,446,535**	**549,260**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	75,080	75,080	75,080	75,080	75,080	75,080	75,080	75,080	75,080	75,080	75,080	-	**825,882**	910,564	84,682
1170 Teachers' Substitute Hours	-	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	-	**30,000**	33,950	3,950
1175 Teachers' Extra Duty/Stipends	-	-	-	-	-	27,957	-	-	-	-	-	27,957	-	**55,915**	2,165	(53,750)
1200 Pupil Support Salaries	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	-	**70,981**	67,925	(3,056)
1300 Administrators' Salaries	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	-	**165,600**	312,067	146,467
1900 Other Certificated Salaries	-	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	-	**55,828**	-	(55,828)
	19,715	102,598	102,598	102,598	102,598	130,555	102,598	102,598	102,598	102,598	102,598	130,555	-	**1,204,206**	**1,326,671**	**122,465**
Classified Salaries																
2100 Instructional Salaries	-	18,740	18,740	18,740	18,740	18,740	18,740	18,740	18,740	18,740	18,740	18,740	-	**206,140**	133,157	(72,983)
2200 Support Salaries	-	-	-	-	-	11,968	-	-	-	-	-	11,968	-	**23,936**	6,736	(17,200)
2400 Clerical and Office Staff Salaries	-	8,851	8,851	8,851	8,851	8,851	8,851	8,851	8,851	8,851	8,851	8,851	-	**97,357**	111,854	14,497
2900 Other Classified Salaries	4,225	10,470	10,470	10,470	10,470	10,470	10,470	10,470	10,470	10,470	10,470	10,470	-	**119,399**	104,254	(15,145)
	4,225	38,061	38,061	38,061	38,061	50,029	38,061	38,061	38,061	38,061	38,061	50,029	-	**446,832**	**356,001**	**(90,831)**
Benefits																
3101 STRS	3,292	17,134	17,134	17,134	17,134	21,803	17,134	17,134	17,134	17,134	17,134	21,803	-	**201,102**	211,542	10,440
3202 PERS	879	7,917	7,917	7,917	7,917	10,406	7,917	7,917	7,917	7,917	7,917	10,406	-	**92,941**	49,922	(43,019)
3301 OASDI	262	2,360	2,360	2,360	2,360	3,102	2,360	2,360	2,360	2,360	2,360	3,102	-	**27,704**	24,583	(3,121)
3311 Medicare	347	2,040	2,040	2,040	2,040	2,618	2,040	2,040	2,040	2,040	2,040	2,618	-	**23,940**	24,431	491
3401 Health and Welfare	8,972	8,972	8,972	8,972	8,972	8,972	8,972	8,972	8,972	8,972	8,972	8,972	-	**107,660**	148,250	40,590
3501 State Unemployment	1,014	1,014	1,014	1,014	1,014	1,014	5,070	4,056	2,028	1,014	1,014	1,014	-	**20,279**	25,539	5,260
3601 Workers' Compensation	335	1,969	1,969	1,969	1,969	2,528	1,969	1,969	1,969	1,969	1,969	2,528	-	**23,115**	17,657	(5,457)
3901 Other Benefits	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	2,637	-	**31,641**	-	(31,641)
	17,738	44,041	44,041	44,041	44,041	53,080	48,097	47,083	45,055	44,041	44,041	53,080	-	**528,382**	**501,925**	**(26,457)**

TEACH Academy of Technologies

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 418.00

		Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	-	12,070	12,070	12,070	12,070	-	-	-	-	-	-	-	-	**48,279**	46,166	(2,113)
4200	Books and Reference Materials	209	209	209	209	209	-	-	-	-	-	-	-	-	**1,045**	975	(70)
4302	School Supplies	784	784	784	784	784	784	784	784	784	784	784	784	-	**9,405**	23,961	14,556
4305	Software	4,807	4,807	4,807	4,807	4,807	4,807	4,807	4,807	4,807	4,807	4,807	4,807	-	**57,684**	56,428	(1,256)
4310	Office Expense	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	**30,000**	49,632	19,632
4311	Business Meals	125	125	125	125	125	125	125	125	125	125	125	125	-	**1,500**	250	(1,250)
4400	Noncapitalized Equipment	-	12,000	12,000	12,000	12,000	12,000	-	-	-	-	-	-	-	**60,000**	30,000	(30,000)
4700	Food Services	-	32,749	32,749	32,749	32,749	32,749	32,749	32,749	32,749	32,749	32,749	32,749	-	**360,244**	306,888	(53,356)
		8,425	65,244	65,244	65,244	65,244	52,965	40,965	40,965	40,965	40,965	40,965	40,965	-	**568,157**	**514,299**	**(53,858)**
Subagreement Services																	
5101	Nursing	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	-	**70,000**	-	(70,000)
5102	Special Education	-	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	7,273	-	**80,000**	64,320	(15,680)
5103	Substitute Teacher	-	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	-	**50,000**	56,583	6,583
5104	Transportation	-	227	227	227	227	227	227	227	227	227	227	227	-	**2,500**	748	(1,752)
5105	Security	-	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	-	**40,000**	43,707	3,707
5106	Other Educational Consultants	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	-	**150,000**	120,454	(29,546)
		5,833	21,515	36,515	36,515	36,515	36,515	36,515	36,515	36,515	36,515	36,515	36,515	-	**392,500**	**285,811**	**(106,689)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	1,125	1,125	1,125	1,125	-	-	-	**4,500**	250	(4,250)
5300	Dues & Memberships	375	375	375	375	375	375	375	375	375	375	375	375	-	**4,500**	3,029	(1,471)
5400	Insurance	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	-	**27,000**	26,332	(668)
5501	Utilities	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	-	**70,366**	42,711	(27,654)
5502	Janitorial Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	66,928	54,928
5900	Communications	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	-	**96,000**	92,674	(3,326)
5901	Postage and Shipping	-	-	250	250	250	250	250	250	250	250	250	250	-	**2,500**	1,853	(647)
		17,489	17,489	17,739	17,739	17,739	17,739	18,864	18,864	18,864	18,864	17,739	17,739	-	**216,866**	**233,777**	**16,911**
Facilities, Repairs and Other Leases																	
5601	Rent	71,786	71,786	71,786	71,786	71,786	71,786	71,786	71,786	71,786	71,786	71,786	71,786	-	**861,435**	700,468	(160,967)
5602	Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	(11,236)	(11,236)
5603	Equipment Leases	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	-	**40,000**	40,704	704
5604	Other Leases	125	125	125	125	125	125	125	125	125	125	125	125	-	**1,500**	250	(1,250)
5605	Real/Personal Property Taxes	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	2,000	(10,000)
5610	Repairs and Maintenance	8,514	8,514	8,514	8,514	8,514	8,514	8,514	8,514	8,514	8,514	8,514	8,514	-	**102,170**	106,997	4,827
		84,759	84,759	84,759	84,759	84,759	84,759	84,759	84,759	84,759	84,759	84,759	84,759	-	**1,017,105**	**839,183**	**(177,922)**
Professional/Consulting Services																	
5801	IT	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	-	**14,000**	9,448	(4,552)
5802	Audit & Taxes	-	-	-	2,417	2,417	2,417	-	-	-	-	-	-	-	**7,250**	6,208	(1,042)
5803	Legal	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	**15,000**	19,537	4,537
5804	Professional Development	-	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	**25,000**	24,000	(1,000)
5805	General Consulting	-	-	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	-	**48,000**	33,880	(14,120)
5806	Special Activities/Field Trips	-	-	-	-	-	9,475	9,475	9,475	-	-	-	-	-	**28,424**	24,073	(4,351)
5807	Bank Charges	-	-	25	25	25	25	25	25	25	25	25	25	-	**250**	192	(58)
5808	Printing	-	-	400	400	400	400	400	400	400	400	400	400	-	**4,000**	1,286	(2,714)
5809	Other taxes and fees	-	-	400	400	400	400	400	400	400	400	400	400	-	**4,000**	4,212	212
5810	Payroll Service Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	1,995	1,995
5811	Management Fee	56,211	56,211	56,211	56,211	56,211	56,211	56,211	56,211	56,211	56,211	56,211	56,211	-	**674,527**	608,818	(65,709)
5812	District Oversight Fee	538	2,480	3,695	3,243	3,243	4,817	3,243	4,001	4,978	3,404	3,404	3,404	4,240	**44,691**	40,251	(4,440)
5813	County Fees	-	-	-	1,250	-	-	1,250	-	-	1,250	-	-	1,250	**5,000**	5,312	312
5814	SPED Encroachment	13,272	13,272	23,889	23,889	23,889	23,889	23,889	23,889	23,889	23,889	23,889	23,889	(0)	**265,430**	247,269	(18,161)
		72,437	74,379	94,336	97,551	96,301	107,349	104,609	104,117	95,619	95,295	94,045	94,045	5,490	**1,135,572**	**1,026,482**	**(109,090)**
Depreciation																	
6900	Depreciation Expense	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	**60,000**	60,677	677
		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	**60,000**	**60,677**	**677**

TEACH Academy of Technologies

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 418.00

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Interest																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,882	12,882
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**12,882**	**12,882**
Total Expenses	**235,621**	**453,085**	**488,293**	**491,508**	**490,258**	**537,991**	**479,468**	**477,962**	**467,436**	**466,098**	**463,723**	**512,687**	**5,490**	**5,569,619**	**5,157,707**	**(411,912)**
Monthly Surplus (Deficit)	**(168,273)**	**(191,601)**	**(50,787)**	**(124,868)**	**(29,188)**	**139,992**	**162,965**	**(15,331)**	**92,856**	**(13,249)**	**59,044**	**(99,781)**	664,396	**426,176**	**288,828**	**137,348**
														8%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(168,273)	(191,601)	(50,787)	(124,868)	(29,188)	139,992	162,965	(15,331)	92,856	(13,249)	59,044	(99,781)	664,396	**426,176**	**1.55**	
Cash flows from operating activities															**Coverage 1.20**	
Depreciation/Amortization	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	**60,000**		
Public Funding Receivables	294,143	2	-	109,912	-	-	-	-	-	-	-	-	(669,886)	**(265,830)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	(500,000)	(200,000)	-	(260,000)	-	-	-	-	-	200,000	300,000	360,000	-	**(100,000)**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(21,401)	-	-	-	-	-	-	-	-	-	-	-	5,490	**(15,911)**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-				-	-	-	(36,125)	(32,000)	(23,300)	-	-	-	**(91,425)**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	-	**(53,196)**		
Total Change in Cash	(394,964)	(391,032)	(50,220)	(274,389)	(28,621)	140,559	163,532	(50,889)	61,423	164,018	359,611	260,786				
Cash, Beginning of Month	1,310,787	915,823	524,791	474,570	200,181	171,560	312,119	475,651	424,762	486,185	650,203	1,009,815	**127.17**	**ADCOH**		
Cash, End of Month	**915,823**	**524,791**	**474,570**	**200,181**	**171,560**	**312,119**	**475,651**	**424,762**	**486,185**	**650,203**	**1,009,815**	**1,270,601**				

TEACH Tech Charter High School

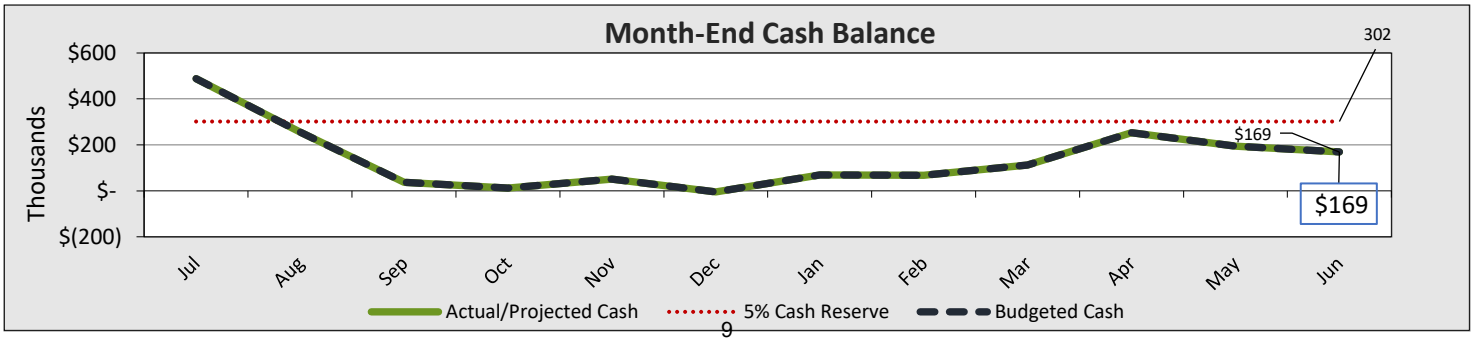
Board Summary

FY19-20 Budget

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 43,920	$ 43,920	$ -	$ 5,173,590	$ 5,173,590	$ -
Federal Revenue	3,097	3,097	-	542,060	542,060	-
Other State Revenue	7,918	7,918	-	787,032	787,032	-
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 54,935**	**$ 54,935**	**$ -**	**$ 6,502,682**	**$ 6,502,682**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 20,248	$ 20,248	$ -	$ 1,554,678	$ 1,554,678	$ -
Classified Salaries	13,892	13,892	-	612,115	612,115	-
Benefits	18,964	18,964	-	533,096	533,096	-
Books and Supplies	12,171	12,171	-	582,609	582,609	-
Subagreement Services	-	-	-	112,750	112,750	-
Operations	11,513	11,513	-	142,650	142,650	-
Facilities	102,656	102,656	-	1,231,870	1,231,870	-
Professional Services	75,692	75,692	-	1,240,172	1,240,172	-
Depreciation	2,083	2,083	-	25,000	25,000	-
Interest	-	-	-	-	-	-
Total Expenses	**$ 257,219**	**$ 257,219**	**$ -**	**$ 6,034,940**	**$ 6,034,940**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Total Surplus(Deficit)	**$ (202,284)**	**$ (202,284)**	**$ -**	**$ 467,742**	**$ 467,742**	**$ -**
Beginning Fund Balance	30,977	30,977		30,977	30,977	
Ending Fund Balance	**$ (171,307)**	**$ (171,307)**		**$ 498,719**	**$ 498,719**	
As a % of Annual Expenses	*-2.8%*	*-2.8%*		*8.3%*	*8.3%*	



TEACH Tech Charter High School

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Assumptions						
LCFF COLA	*3.70%*	*3.26%*	*3.00%*	*2.80%*	*0.00%*	*0.00%*
Non-LCFF Revenue COLA	*n/a*	*n/a*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Expense COLA	*n/a*	*2.00%*	*2.00%*	*2.00%*	*2.00%*	*2.00%*
Enrollment	*369.20*	*425.00*	*440.00*	*440.00*	*440.00*	*440.00*
Average Daily Attendance	*317.63*	*403.75*	*418.00*	*418.00*	*418.00*	*418.00*
Revenues						
State Aid - Revenue Limit						
8011 LCFF State Aid	3,140,317	4,162,378	4,466,503	4,620,849	4,620,848	4,620,848
8012 Education Protection Account	63,526	80,750	83,600	83,600	83,600	83,600
8019 State Aid - Prior Year	352	-	-	-	-	-
8096 In Lieu of Property Taxes	731,994	930,462	963,302	963,302	963,302	963,302
	3,936,189	5,173,590	5,513,405	5,667,751	5,667,750	5,667,750
Federal Revenue						
8181 Special Education - Entitlement	61,938	78,731	81,510	81,510	81,510	81,510
8182 Special Education - Discretionary	-	-	-	-	-	-
8220 Federal Child Nutrition	153,313	324,083	335,522	335,522	335,522	335,522
8290 Title I, Part A - Basic Low Income	115,840	115,840	119,928	119,928	119,928	119,928
8291 Title II, Part A - Teacher Quality	13,405	13,405	13,878	13,878	13,878	13,878
8296 Other Federal Revenue	10,000	10,000	10,353	10,353	10,353	10,353
8299 Prior Year Federal Revenue	10,525	-	-	-	-	-
	365,021	542,060	561,191	561,191	561,191	561,191
Other State Revenue						
8311 State Special Education	158,364	201,302	208,406	208,406	208,406	208,406
8520 Child Nutrition	17,072	29,935	30,992	30,992	30,992	30,992
8545 School Facilities (SB740)	297,692	463,101	479,446	479,446	479,446	479,446
8550 Mandated Cost	59,507	14,366	18,262	18,906	18,906	18,906
8560 State Lottery	61,620	78,328	81,092	81,092	81,092	81,092
8598 Prior Year Revenue	4,862	-	-	-	-	-
8599 Other State Revenue	24,372	-	-	-	-	-
	623,490	787,032	818,198	818,843	818,843	818,843
Other Local Revenue						
8689 Other Fees and Contracts	23,730	-	-	-	-	-
	23,730	-	-	-	-	-
Total Revenue	**$ 4,948,429**	**$ 6,502,682**	**$ 6,892,794**	**$ 7,047,785**	**$ 7,047,784**	**$ 7,047,784**
Expenses						
Certificated Salaries						
1100 Teachers' Salaries	802,466	1,209,995	1,234,195	1,258,879	1,284,056	1,309,738
1170 Teachers' Substitute Hours	8,800	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	17,664	74,102	74,102	75,584	77,095	78,637
1200 Pupil Support Salaries	115,583	70,981	72,401	73,849	75,326	76,832
1300 Administrators' Salaries	179,199	172,000	175,440	178,949	182,528	186,178
1900 Other Certificated Salaries	-	27,600	28,152	28,715	29,289	29,875
	1,123,713	1,554,678	1,584,289	1,615,975	1,648,295	1,681,260

TEACH Tech Charter High School

Multi-Year Forecast

Revised 6/10/2019

		2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Classified Salaries							
2100	Instructional Salaries	167,781	264,880	270,178	275,581	281,093	286,715
2200	Support Salaries	-	26,353	26,880	27,418	27,966	28,525
2300	Classified Administrators' Salaries	-	116,000	118,320	120,686	123,100	125,562
2400	Clerical and Office Staff Salaries	96,029	122,502	124,952	127,451	130,001	132,601
2900	Other Classified Salaries	148,625	82,379	84,027	85,707	87,422	89,170
		412,434	612,115	624,357	636,844	649,581	662,573
Benefits							
3101	STRS	179,236	259,389	302,599	308,651	314,824	321,121
3202	PERS	-	-	-	-	-	-
3301	OASDI	26,406	37,951	38,710	39,484	40,274	41,080
3311	Medicare	22,234	31,397	32,025	32,666	33,319	33,986
3401	Health and Welfare	156,575	112,280	119,952	122,351	124,798	127,294
3501	State Unemployment	19,881	22,540	22,540	22,540	22,540	22,540
3601	Workers' Compensation	21,453	30,315	30,921	31,539	32,170	32,814
3901	Other Benefits	-	39,224	39,982	40,782	41,597	42,429
		425,784	533,096	586,730	598,014	609,523	621,263
Books and Supplies							
4100	Textbooks and Core Curricula	40,000	50,000	52,800	53,856	54,933	56,032
4200	Books and Other Materials	7,500	8,900	9,398	9,586	9,778	9,974
4302	School Supplies	51,742	38,370	40,519	41,329	42,156	42,999
4305	Software	84,564	56,120	59,263	60,448	61,657	62,890
4310	Office Expense	20,609	30,000	31,680	32,314	32,960	33,619
4311	Business Meals	424	200	211	215	220	224
4400	Noncapitalized Equipment	45,228	45,000	37,078	26,390	26,390	26,390
4700	Food Services	186,087	354,019	373,844	381,321	388,947	396,726
		436,155	582,609	604,792	605,459	617,041	628,854
Subagreement Services							
5101	Nursing	-	-	-	-	-	-
5102	Special Education	58,248	30,000	31,680	32,314	32,960	33,619
5103	Substitute Teacher	26,204	35,000	36,960	37,699	38,453	39,222
5104	Transportation	291	7,500	7,920	8,078	8,240	8,405
5105	Security	27,081	20,250	21,384	21,812	22,248	22,693
5106	Other Educational Consultants	23,882	20,000	20,400	20,808	21,224	21,649
		135,706	112,750	118,344	120,711	123,125	125,588

TEACH Tech Charter High School

CHARTER IMPACT

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Operations and Housekeeping						
5201 Auto and Travel	-	2,000	2,112	2,154	2,197	2,241
5300 Dues & Memberships	3,501	200	211	215	220	224
5400 Insurance	24,437	25,000	26,400	26,928	27,467	28,016
5501 Utilities	64,569	67,950	71,755	73,190	74,654	76,147
5502 Janitorial Services	52,045	10,000	10,560	10,771	10,987	11,206
5900 Communications	32,303	35,000	36,960	37,699	38,453	39,222
5901 Postage and Shipping	1,756	2,500	2,640	2,693	2,747	2,802
	178,611	142,650	150,639	153,651	156,724	159,859
Facilities, Repairs and Other Leases						
5601 Rent	1,089,279	1,155,538	1,220,248	1,244,653	1,269,546	1,294,937
5602 Additional Rent	29,418	-	-	-	-	-
5603 Equipment Leases	3,532	15,000	15,840	16,157	16,480	16,810
5604 Other Leases	167	1,000	1,056	1,077	1,099	1,121
5605 Real/Personal Property Taxes	0	-	-	-	-	-
5610 Repairs and Maintenance	101,877	60,332	63,711	64,985	66,284	67,610
	1,224,273	1,231,870	1,300,855	1,326,872	1,353,409	1,380,477
Professional/Consulting Services						
5801 IT	9,055	7,500	7,920	8,078	8,240	8,405
5802 Audit & Taxes	6,208	7,500	7,650	7,803	7,959	8,118
5803 Legal	6,827	8,000	8,160	8,323	8,490	8,659
5804 Professional Development	16,423	22,000	23,232	23,697	24,171	24,654
5805 General Consulting	39,333	35,000	36,960	37,699	38,453	39,222
5806 Special Activities/Field Trips	31,402	98,260	103,763	105,838	107,955	110,114
5807 Bank Charges	80	85	90	92	93	95
5808 Printing	11,616	5,000	5,280	5,386	5,493	5,603
5809 Other taxes and fees	1,060	1,500	1,584	1,616	1,648	1,681
5810 Payroll Service Fee	2,322	4,800	5,069	5,170	5,274	5,379
5811 Management Fee	562,223	728,910	769,729	785,123	800,826	816,842
5812 District Oversight Fee	39,362	51,736	55,134	56,678	56,678	56,678
5813 County Fees	4,440	5,000	5,280	5,386	5,493	5,603
5814 SPED Encroachment	201,695	256,381	265,430	265,430	265,430	265,430
5815 Public Relations/Recruitment	2,000	5,000	5,100	5,202	5,306	5,412
5820 Scholarships	3,200	3,500	3,696	3,770	3,845	3,922
	937,247	1,240,172	1,304,076	1,325,290	1,345,353	1,365,818
Depreciation						
6900 Depreciation Expense	29,783	25,000	25,500	26,010	26,530	27,061
	29,783	25,000	25,500	26,010	26,530	27,061
Interest						
7438 Interest Expense	-	-	-	-	-	-
	-	-	-	-	-	-
Total Expenses	**$ 4,903,707**	**$ 6,034,940**	**$ 6,299,582**	**$ 6,408,826**	**$ 6,529,582**	**$ 6,652,752**
Surplus (Deficit)	**$ 44,722**	**$ 467,742**	**$ 593,212**	**$ 638,959**	**$ 518,202**	**$ 395,032**
Fund Balance, Beginning of Year	$ (13,745)	$ 30,977	$ 498,719	$ 1,091,932	$ 1,730,891	$ 2,249,094
Fund Balance, End of Year	**$ 30,977**	**$ 498,719**	**$ 1,091,932**	**$ 1,730,891**	**$ 2,249,094**	**$ 2,644,125**
	0.6%	***8.3%***	***17.3%***	***27.0%***	***34.4%***	***39.7%***

TEACH Tech Charter High School

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Cash Flow Adjustments						
Surplus (Deficit)	44,722	467,742	593,212	638,959	518,202	395,032
Cash Flows From Operating Activities						
Depreciation/Amortization	29,783	25,000	25,500	26,010	26,530	27,061
Public Funding Receivables	189,070	(494,331)	24,438	3,945	0	-
Grants and Contributions Rec.	-	-	-	-	-	-
Due To/From Related Parties	(157,354)	100,000	-	-	-	-
Prepaid Expenses	(41,159)	-	-	-	-	-
Other Assets	(82,400)	-	-	-	-	-
Accounts Payable	(44,988)	11,723	(446)	(2)	27	27
Accrued Expenses	6,912	-	-	-	-	-
Deferred Revenue	(13,987)					
Other Liabilities	266,642	-	-	-	-	-
Cash Flows From Investing Activities					-	-
Purchases of Prop. And Equip.	(111,297)	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities					-	-
Proceeds from Factoring	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-
Total Change in Cash	85,944	110,134	642,705	668,912	544,760	422,120
Cash, Beginning of Year	(27,268)	58,676	168,810	811,514	1,480,427	2,025,187
Cash, End of Year	**$ 58,676**	**$ 168,810**	**$ 811,514**	**$ 1,480,427**	**$ 2,025,187**	**$ 2,447,306**

TEACH Tech Charter High School

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 403.75

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Revenues															**ADA =**	**317.63**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	164,298	164,298	295,737	295,737	295,737	295,737	295,737	471,019	471,019	471,019	471,019	471,019	**4,162,378**	3,140,317	1,022,061
8012 Education Protection Account	-	-	20,188	-	-	20,188	-	-	20,188	-	-	-	20,188	**80,750**	63,526	17,224
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	352	(352)
8096 In Lieu of Property Taxes	43,920	87,839	58,560	58,560	58,560	58,560	58,560	168,635	84,318	84,318	84,318	84,318	-	**930,462**	731,994	198,468
	43,920	252,138	243,045	354,297	354,297	374,484	354,297	464,372	575,524	555,337	555,337	555,337	491,207	**5,173,590**	**3,936,189**	**1,237,401**
Federal Revenue																
8181 Special Education - Entitlement	3,097	3,097	5,574	5,574	5,574	5,574	5,574	8,933	8,933	8,933	8,933	8,933	(0)	**78,731**	61,938	16,793
8182 Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8220 Federal Child Nutrition	-	-	-	16,204	30,788	30,788	30,788	30,788	30,788	30,788	30,788	30,788	61,576	**324,083**	153,313	170,770
8290 Title I, Part A - Basic Low Income	-	-	28,960	-	-	86,880	-	-	-	-	-	-	-	**115,840**	115,840	-
8291 Title II, Part A - Teacher Quality	-	-	3,351	-	-	10,054	-	-	-	-	-	-	-	**13,405**	13,405	-
8296 Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	10,000	-	**10,000**	10,000	-
8299 Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	10,525	(10,525)
	3,097	3,097	37,886	21,779	36,362	133,296	36,362	39,721	39,721	39,721	39,721	49,721	61,576	**542,060**	**365,021**	**177,039**
Other State Revenue																
8311 State Special Education	7,918	7,918	14,253	14,253	14,253	14,253	14,253	22,840	22,840	22,840	22,840	22,840	(0)	**201,302**	158,364	42,938
8520 Child Nutrition	-	-	-	1,497	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	5,688	**29,935**	17,072	12,864
8545 School Facilities (SB740)	-	-	-	-	-	-	231,551	-	-	-	115,775	-	115,775	**463,101**	297,692	165,409
8550 Mandated Cost	-	-	-	-	-	14,366	-	-	-	-	-	-	-	**14,366**	59,507	(45,141)
8560 State Lottery	-	-	-	-	-	-	15,405	-	-	15,405	-	-	47,517	**78,328**	61,620	16,707
8598 Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	4,862	(4,862)
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	24,372	(24,372)
	7,918	7,918	14,253	15,750	17,097	31,463	264,052	25,684	25,684	41,089	141,459	25,684	168,980	**787,032**	**623,490**	**163,543**
Other Local Revenue																
	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**23,730**	**(23,730)**
Total Revenue	**54,935**	**263,153**	**295,184**	**391,825**	**407,755**	**539,243**	**654,711**	**529,777**	**640,930**	**636,147**	**736,517**	**630,742**	**721,763**	**6,502,682**	**4,948,429**	**1,554,253**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	-	**1,209,995**	802,466	(407,529)
1170 Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	8,800	8,800
1175 Teachers' Extra Duty/Stipends	-	-	-	-	-	37,051	-	-	-	-	-	37,051	-	**74,102**	17,664	(56,438)
1200 Pupil Support Salaries	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	5,915	-	**70,981**	115,583	44,602
1300 Administrators' Salaries	14,333	14,333	14,333	14,333	14,333	14,333	14,333	14,333	14,333	14,333	14,333	14,333	-	**172,000**	179,199	7,199
1900 Other Certificated Salaries	-	2,509	2,509	2,509	2,509	2,509	2,509	2,509	2,509	2,509	2,509	2,509	-	**27,600**	-	(27,600)
	20,248	132,757	132,757	132,757	132,757	169,808	132,757	132,757	132,757	132,757	132,757	169,808	-	**1,554,678**	**1,123,713**	**(430,965)**
Classified Salaries																
2100 Instructional Salaries	2,640	23,840	23,840	23,840	23,840	23,840	23,840	23,840	23,840	23,840	23,840	23,840	-	**264,880**	167,781	(97,099)
2200 Support Salaries	-	-	-	-	-	13,176	-	-	-	-	-	13,176	-	**26,353**	-	(26,353)
2300 Classified Administrators' Salaries	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	-	**116,000**	-	(116,000)
2400 Clerical and Office Staff Salaries	-	11,137	11,137	11,137	11,137	11,137	11,137	11,137	11,137	11,137	11,137	11,137	-	**122,502**	96,029	(26,474)
2900 Other Classified Salaries	1,585	7,345	7,345	7,345	7,345	7,345	7,345	7,345	7,345	7,345	7,345	7,345	-	**82,379**	148,625	66,246
	13,892	51,988	51,988	51,988	51,988	65,165	51,988	51,988	51,988	51,988	51,988	65,165	-	**612,115**	**412,434**	**(199,680)**
Benefits																
3101 STRS	3,378	22,150	22,150	22,150	22,150	28,331	22,150	22,150	22,150	22,150	22,150	28,331	-	**259,389**	179,236	(80,152)
3301 OASDI	861	3,223	3,223	3,223	3,223	4,040	3,223	3,223	3,223	3,223	3,223	4,040	-	**37,951**	26,406	(11,545)
3311 Medicare	495	2,677	2,677	2,677	2,677	3,405	2,677	2,677	2,677	2,677	2,677	3,405	-	**31,397**	22,234	(9,164)
3401 Health and Welfare	9,357	9,357	9,357	9,357	9,357	9,357	9,357	9,357	9,357	9,357	9,357	9,357	-	**112,280**	156,575	44,295
3501 State Unemployment	1,127	1,127	1,127	1,127	1,127	1,127	5,635	4,508	2,254	1,127	1,127	1,127	-	**22,540**	19,881	(2,659)
3601 Workers' Compensation	478	2,585	2,585	2,585	2,585	3,287	2,585	2,585	2,585	2,585	2,585	3,287	-	**30,315**	21,453	(8,862)
3901 Other Benefits	3,269	3,269	3,269	3,269	3,269	3,269	3,269	3,269	3,269	3,269	3,269	3,269	-	**39,224**	-	(39,224)
	18,964	44,387	44,387	44,387	44,387	52,816	48,895	47,768	45,514	44,387	44,387	52,816	-	**533,096**	**425,784**	**(107,312)**

TEACH Tech Charter High School

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 403.75

		Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	-	12,500	12,500	12,500	12,500	-	-	-	-	-	-	-	-	**50,000**	40,000	(10,000)
4200	Books and Reference Materials	1,780	1,780	1,780	1,780	1,780	-	-	-	-	-	-	-	-	**8,900**	7,500	(1,400)
4302	School Supplies	3,198	3,198	3,198	3,198	3,198	3,198	3,198	3,198	3,198	3,198	3,198	3,198	-	**38,370**	51,742	13,372
4305	Software	4,677	4,677	4,677	4,677	4,677	4,677	4,677	4,677	4,677	4,677	4,677	4,677	-	**56,120**	84,564	28,444
4310	Office Expense	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	**30,000**	20,609	(9,391)
4311	Business Meals	17	17	17	17	17	17	17	17	17	17	17	17	-	**200**	424	224
4312	School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	3,200	3,200
4400	Noncapitalized Equipment	-	9,000	9,000	9,000	9,000	9,000	-	-	-	-	-	-	-	**45,000**	45,228	228
4700	Food Services	-	32,184	32,184	32,184	32,184	32,184	32,184	32,184	32,184	32,184	32,184	32,184	-	**354,019**	186,087	(167,932)
		12,171	65,854	65,854	65,854	65,854	51,574	42,574	42,574	42,574	42,574	42,574	42,574	-	**582,609**	**439,355**	**(143,254)**
Subagreement Services																	
5102	Special Education	-	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	-	**30,000**	58,248	28,248
5103	Substitute Teacher	-	3,182	3,182	3,182	3,182	3,182	3,182	3,182	3,182	3,182	3,182	3,182	-	**35,000**	26,204	(8,796)
5104	Transportation	-	682	682	682	682	682	682	682	682	682	682	682	-	**7,500**	291	(7,209)
5105	Security	-	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	1,841	-	**20,250**	27,081	6,831
5106	Other Educational Consultants	-	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	**20,000**	23,882	3,882
		-	8,432	10,432	10,432	10,432	10,432	10,432	10,432	10,432	10,432	10,432	10,432	-	**112,750**	**135,706**	**22,956**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	500	500	500	500	-	-	-	**2,000**	-	(2,000)
5300	Dues & Memberships	17	17	17	17	17	17	17	17	17	17	17	17	-	**200**	3,501	3,301
5400	Insurance	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-	**25,000**	24,437	(563)
5501	Utilities	5,663	5,663	5,663	5,663	5,663	5,663	5,663	5,663	5,663	5,663	5,663	5,663	-	**67,950**	64,569	(3,381)
5502	Janitorial Services	833	833	833	833	833	833	833	833	833	833	833	833	-	**10,000**	52,045	42,045
5900	Communications	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	-	**35,000**	32,303	(2,697)
5901	Postage and Shipping	-	-	250	250	250	250	250	250	250	250	250	250	-	**2,500**	1,756	(744)
		11,513	11,513	11,763	11,763	11,763	11,763	12,263	12,263	12,263	12,263	11,763	11,763	-	**142,650**	**178,611**	**35,961**
Facilities, Repairs and Other Leases																	
5601	Rent	96,295	96,295	96,295	96,295	96,295	96,295	96,295	96,295	96,295	96,295	96,295	96,295	-	**1,155,538**	1,089,279	(66,259)
5602	Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	29,418	29,418
5603	Equipment Leases	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	**15,000**	3,532	(11,468)
5604	Other Leases	83	83	83	83	83	83	83	83	83	83	83	83	-	**1,000**	167	(833)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	0	0
5610	Repairs and Maintenance	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	5,028	-	**60,332**	101,877	41,545
		102,656	102,656	102,656	102,656	102,656	102,656	102,656	102,656	102,656	102,656	102,656	102,656	-	**1,231,870**	**1,224,273**	**(7,597)**
Professional/Consulting Services																	
5801	IT	625	625	625	625	625	625	625	625	625	625	625	625	-	**7,500**	9,055	1,555
5802	Audit & Taxes	-	-	-	2,500	2,500	2,500	-	-	-	-	-	-	-	**7,500**	6,208	(1,292)
5803	Legal	667	667	667	667	667	667	667	667	667	667	667	667	-	**8,000**	6,827	(1,173)
5804	Professional Development	-	-	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	-	**22,000**	16,423	(5,577)
5805	General Consulting	-	-	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	-	**35,000**	39,333	4,333
5806	Special Activities/Field Trips	-	-	-	-	-	32,753	32,753	32,753	-	-	-	-	-	**98,260**	31,402	(66,858)
5807	Bank Charges	-	-	9	9	9	9	9	9	9	9	9	9	-	**85**	80	(5)
5808	Printing	-	-	500	500	500	500	500	500	500	500	500	500	-	**5,000**	11,616	6,616
5809	Other taxes and fees	-	-	150	150	150	150	150	150	150	150	150	150	-	**1,500**	1,060	(440)
5810	Payroll Service Fee	400	400	400	400	400	400	400	400	400	400	400	400	-	**4,800**	2,322	(2,478)
5811	Management Fee	60,742	60,742	60,742	60,742	60,742	60,742	60,742	60,742	60,742	60,742	60,742	60,742	-	**728,910**	562,223	(166,687)
5812	District Oversight Fee	439	2,521	2,430	3,543	3,543	3,745	3,543	4,644	5,755	5,553	5,553	5,553	4,912	**51,736**	39,362	(12,374)
5813	County Fees	-	-	-	1,250	-	-	1,250	-	-	1,250	-	-	1,250	**5,000**	4,440	(560)
5814	SPED Encroachment	12,819	12,819	23,074	23,074	23,074	23,074	23,074	23,074	23,074	23,074	23,074	23,074	-	**256,381**	201,695	(54,686)
5815	Public Relations/Recruitment	-	-	500	500	500	500	500	500	500	500	500	500	-	**5,000**	2,000	(3,000)
5820	Scholarships	-	-	-	-	-	-	-	-	-	-	-	3,500		**3,500**		
		75,692	77,775	94,797	99,660	98,410	131,365	129,913	129,764	98,122	99,170	97,920	101,420	6,162	**1,240,172**	**934,047**	**(302,625)**

TEACH Tech Charter High School

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 403.75

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Depreciation																
6900 Depreciation Expense	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-	**25,000**	29,783	4,783
	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-	**25,000**	**29,783**	**4,783**
Interest																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	**257,219**	**497,445**	**516,718**	**521,580**	**520,330**	**597,662**	**533,561**	**532,285**	**498,389**	**498,310**	**496,560**	**558,717**	**6,162**	**6,034,940**	**4,903,707**	**(1,127,733)**
Monthly Surplus (Deficit)	**(202,285)**	**(234,292)**	**(221,534)**	**(129,755)**	**(112,575)**	**(58,419)**	**121,150**	**(2,508)**	**142,540**	**137,837**	**239,957**	**72,025**	**715,601**	**467,742**	**44,722**	**426,520**
														8%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(202,285)	(234,292)	(221,534)	(129,755)	(112,575)	(58,419)	121,150	(2,508)	142,540	137,837	239,957	72,025	715,601	**467,742**		
Cash flows from operating activities																
Depreciation/Amortization	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-	**25,000**		
Public Funding Receivables	124,215	2	-	103,215	-	-	-	-	-	-	-	-	(721,763)	**(494,331)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	500,000		-	-	-	-	-	-	-	-	(300,000)	(100,000)	-	**100,000**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	5,561	-	-	-	-	-	-	-	-	-	-	-	6,162	**11,723**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-		-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	150,000	-	(50,000)	-	(100,000)	-	-	-	-	**-**		
Total Change in Cash	429,574	(232,207)	(219,450)	(24,457)	39,509	(56,335)	73,233	(425)	44,623	139,920	(57,960)	(25,892)				
Cash, Beginning of Month	58,676	488,250	256,043	36,593	12,136	51,645	(4,691)	68,542	68,118	112,741	252,661	194,701				
Cash, End of Month	**488,250**	**256,043**	**36,593**	**12,136**	**51,645**	**(4,691)**	**68,542**	**68,118**	**112,741**	**252,661**	**194,701**	**168,810**				

TEACH Preparatory

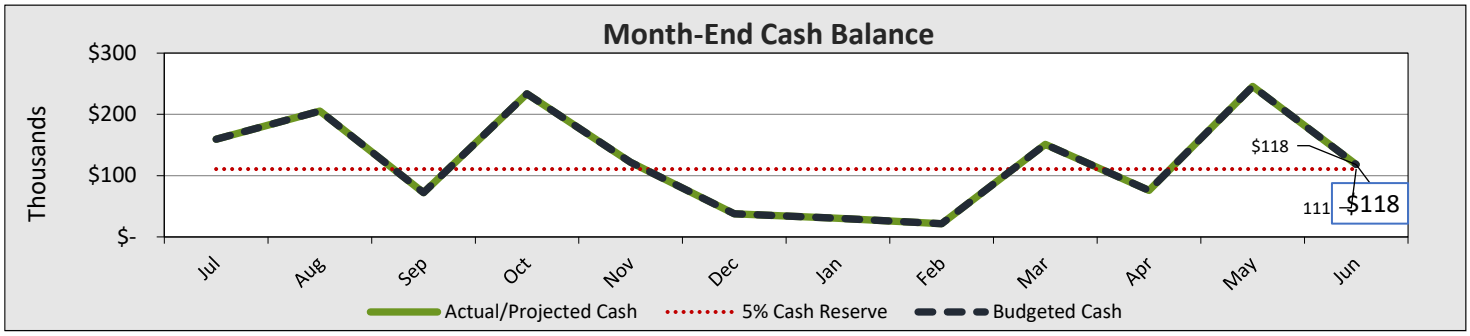
Board Summary

FY19-20 Budget

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 9,589	$ 9,589	$ -	$ 1,893,973	$ 1,893,973	$ -
Federal Revenue	676	676	-	202,519	202,519	-
Other State Revenue	1,729	1,729	-	320,395	320,395	-
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 11,994**	**$ 11,994**	**$ -**	**$ 2,416,887**	**$ 2,416,887**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 7,688	$ 7,688	$ -	$ 525,728	$ 525,728	$ -
Classified Salaries	7,532	7,532	-	213,056	213,056	-
Benefits	8,142	8,142	-	197,085	197,085	-
Books and Supplies	3,996	3,996	-	255,606	255,606	-
Subagreement Services	-	-	-	64,500	64,500	-
Operations	3,923	3,923	-	50,430	50,430	-
Facilities	36,958	36,958	-	443,500	443,500	-
Professional Services	29,466	29,466	-	462,631	462,631	-
Depreciation	208	208	-	2,500	2,500	-
Interest	-	-	-	-	-	-
Total Expenses	**$ 97,914**	**$ 97,914**	**$ -**	**$ 2,215,035**	**$ 2,215,035**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Total Surplus(Deficit)	**$ (85,920)**	**$ (85,920)**	**$ -**	**$ 201,852**	**$ 201,852**	**$ -**
Beginning Fund Balance	283,671	283,671		283,671	283,671	
Ending Fund Balance	**$ 197,752**	**$ 197,752**		**$ 485,524**	**$ 485,524**	
As a % of Annual Expenses	*8.9%*	*8.9%*		*21.9%*	*21.9%*	



TEACH PREP

Multi-Year Forecast

Revised 6/10/2019

CHARTER IMPACT

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Assumptions						
LCFF COLA	*3.70%*	*3.26%*	*3.00%*	*2.80%*	*0.00%*	*0.00%*
Non-LCFF Revenue COLA	*n/a*	*n/a*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Expense COLA	*n/a*	*2.00%*	*2.00%*	*2.00%*	*2.00%*	*2.00%*
Enrollment	*75.00*	*175.00*	*250.00*	*325.00*	*400.00*	*400.00*
Average Daily Attendance	*69.35*	*166.25*	*237.50*	*308.75*	*380.00*	*380.00*
Revenues						
State Aid - Revenue Limit						
8011 LCFF State Aid	596,837	1,477,592	2,191,988	2,950,931	3,631,914	3,631,914
8012 Education Protection Account	10,664	33,250	47,500	61,750	76,000	76,000
8096 In Lieu of Property Taxes	159,821	383,131	547,331	711,530	875,729	875,729
	767,321	1,893,973	2,786,818	3,724,211	4,583,643	4,583,643
Federal Revenue						
8181 Special Education - Entitlement	13,523	32,419	46,313	60,206	74,100	74,100
8220 Federal Child Nutrition	50,944	132,312	189,018	245,723	302,428	302,428
8290 Title I, Part A - Basic Low Income	-	24,938	35,626	46,313	57,001	57,001
8291 Title II, Part A - Teacher Quality	-	2,850	4,071	5,293	6,514	6,514
8294 Title V, Part B - PCSG	170,524	-	-	-	-	-
8299 Prior Year Federal Revenue	(1)	10,000	14,286	18,571	22,857	22,857
	234,991	202,519	289,313	376,107	462,901	462,901
Other State Revenue						
8311 State Special Education	34,606	82,889	118,413	153,937	189,460	189,460
8520 Child Nutrition	3,544	11,733	16,762	21,790	26,819	26,819
8545 School Facilities (SB740)	81,552	190,689	272,413	354,136	435,860	435,860
8550 Mandated Cost	-	1,169	2,803	4,004	5,206	6,407
8560 State Lottery	-	33,915	48,450	62,985	77,520	77,520
	119,702	320,395	458,840	596,852	734,865	736,066
Other Local Revenue						
8990 Contributions, Restricted	325,000	-	-	-	-	-
	325,000	-	-	-	-	-
Total Revenue	**$ 1,447,013**	**$ 2,416,887**	**$ 3,534,971**	**$ 4,697,170**	**$ 5,781,409**	**$ 5,782,610**
Expenses						
Certificated Salaries						
1100 Teachers' Salaries	166,156	433,478	442,148	450,991	460,010	469,211
1300 Administrators' Salaries	88,007	92,250	94,095	95,977	97,896	99,854
1900 Other Certificated Salaries	-	-	-	-	-	-
	254,163	525,728	536,243	546,967	557,907	569,065
Classified Salaries						
2100 Instructional Salaries	74,728	108,680	110,854	113,071	115,332	117,639
2400 Clerical and Office Staff Salaries	23,078	52,717	53,771	54,847	55,943	57,062
2900 Other Classified Salaries	-	51,659	52,693	53,746	54,821	55,918
	97,805	213,056	217,317	221,664	226,097	230,619
Benefits						
3101 STRS	40,420	87,797	102,422	104,471	106,560	108,691
3301 OASDI	6,562	13,209	13,474	13,743	14,018	14,298
3311 Medicare	5,193	10,712	10,927	11,145	11,368	11,595
3401 Health and Welfare	26,200	53,060	59,976	61,176	62,399	63,647
3501 State Unemployment	6,910	8,820	8,820	8,820	8,820	8,820
3601 Workers' Compensation	3,992	10,343	10,550	10,761	10,976	11,196
3901 Other Benefits	-	13,143	13,406	13,674	13,948	14,227
	89,278	197,085	219,575	223,790	228,089	232,474

TEACH PREP

Multi-Year Forecast

Revised 6/10/2019

CHARTER IMPACT

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Books and Supplies						
4100 Textbooks and Core Curricula	30,542	19,200	27,977	37,098	46,572	47,503
4200 Books and Other Materials	2,375	420	612	812	1,019	1,039
4302 School Supplies	13,301	3,740	5,450	7,226	9,072	9,253
4305 Software	6,270	22,950	33,441	44,343	55,668	56,781
4310 Office Expense	12,176	20,000	29,143	38,643	48,512	49,483
4311 Business Meals	-	250	364	483	606	619
4400 Noncapitalized Equipment	41,350	45,000	66,683	69,495	72,308	18,870
4700 Food Services	67,403	144,046	209,895	278,321	349,399	356,387
	173,417	255,606	373,565	476,421	583,156	539,936
Subagreement Services						
5102 Special Education	16,286	25,000	36,429	48,304	60,640	61,853
5103 Substitute Teacher	9,863	9,500	13,843	18,356	23,043	23,504
5104 Transportation	-	5,000	7,286	9,661	12,128	12,371
5105 Security	13,006	15,000	21,857	28,983	36,384	37,112
5106 Other Educational Consultants	5,000	10,000	10,200	10,404	10,612	10,824
	44,155	64,500	89,614	115,707	142,808	145,664
Operations and Housekeeping						
5201 Auto and Travel	376	2,500	3,643	4,830	6,064	6,185
5300 Dues & Memberships	792	1,000	1,457	1,932	2,426	2,474
5400 Insurance	6,645	7,500	10,929	14,491	18,192	18,556
5501 Utilities	4,650	23,880	34,797	46,141	57,924	59,083
5502 Janitorial Services	21,235	7,200	10,491	13,912	17,464	17,814
5900 Communications	2,202	7,500	10,929	14,491	18,192	18,556
5901 Postage and Shipping	462	850	1,239	1,642	2,062	2,103
	36,363	50,430	73,484	97,440	122,324	124,771
Facilities, Repairs and Other Leases						
5601 Rent	160,967	398,000	579,943	769,004	965,396	984,704
5603 Equipment Leases	417	2,500	3,643	4,830	6,064	6,185
5604 Other Leases	167	1,000	1,457	1,932	2,426	2,474
5605 Real/Personal Property Taxes	-	5,000	7,286	9,661	12,128	12,371
5610 Repairs and Maintenance	58,527	37,000	53,914	71,490	89,748	91,543
	220,077	443,500	646,243	856,918	1,075,762	1,097,277
Professional/Consulting Services						
5801 IT	9,672	8,000	11,657	15,457	19,405	19,793
5802 Audit & Taxes	-	5,000	5,100	5,202	5,306	5,412
5803 Legal	3,344	4,500	4,590	4,682	4,775	4,871
5804 Professional Development	7,300	7,500	10,929	14,491	18,192	18,556
5805 General Consulting	13,573	10,000	14,571	19,322	24,256	24,741
5806 Special Activities/Field Trips	2,000	21,318	31,063	41,190	51,709	52,744
5807 Bank Charges	118	200	291	386	485	495
5808 Printing	3,335	-	-	-	-	-
5809 Other taxes and fees	367	-	-	-	-	-
5810 Payroll Service Fee	2,052	3,000	4,371	5,797	7,277	7,422
5811 Management Fee	147,873	273,604	398,681	528,650	663,660	676,933
5812 District Oversight Fee	8,582	18,940	27,868	37,242	45,836	45,836
5813 County Fees	1,250	2,500	3,643	4,830	6,064	6,185
5814 SPED Encroachment	44,217	105,569	150,813	196,056	241,300	241,300
5815 Public Relations/Recruitment	1,000	2,500	2,550	2,601	2,653	2,706
5820 Scholarships	-	-	-	-	-	-
	244,684	462,631	666,127	875,907	1,090,919	1,106,995

TEACH PREP

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Depreciation						
6900 Depreciation Expense	3,400	2,500	2,550	2,601	2,653	2,706
	3,400	2,500	2,550	2,601	2,653	2,706
Interest						
7438 Interest Expense	-	-	-	-	-	-
	-	-	-	-	-	-
Total Expenses	**$ 1,163,342**	**$ 2,215,035**	**$ 2,824,718**	**$ 3,417,415**	**$ 4,029,715**	**$ 4,049,507**
Surplus (Deficit)	**$ 283,671**	**$ 201,852**	**$ 710,254**	**$ 1,279,755**	**$ 1,751,694**	**$ 1,733,103**
Fund Balance, Beginning of Year	$ -	$ 283,671	$ 485,524	$ 1,195,777	$ 2,475,533	$ 4,227,226
Fund Balance, End of Year	**$ 283,671**	**$ 485,524**	**$ 1,195,777**	**$ 2,475,533**	**$ 4,227,226**	**$ 5,960,330**
	24.4%	***21.9%***	***42.3%***	***72.4%***	***104.9%***	***147.2%***
Cash Flow Adjustments						
Surplus (Deficit)	283,671	201,852	710,254	1,279,755	1,751,694	1,733,103
Cash Flows From Operating Activities						
Depreciation/Amortization	3,400	2,500	2,550	2,601	2,653	2,706
Public Funding Receivables	(65,111)	(272,493)	(86,977)	(115,737)	(107,349)	79,143
Grants and Contributions Rec.	(8,365)	-	-	-	-	-
Due To/From Related Parties	28,895	-	-	-	-	-
Prepaid Expenses	(6,894)	-	-	-	-	-
Other Assets	(250)	-	-	-	-	-
Accounts Payable	12,373	(9,391)	743	1,041	957	(719)
Accrued Expenses	9,271	-	-	-	-	-
Other Liabilities	15,935	-	-	-	-	-
Cash Flows From Investing Activities					-	-
Purchases of Prop. And Equip.	(60,309)	(17,090)	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities					-	-
Proceeds from Factoring	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-
Total Change in Cash	212,615	(94,621)	626,570	1,167,661	1,647,955	1,814,234
Cash, Beginning of Year	-	212,615	117,994	744,564	1,912,225	3,560,179
Cash, End of Year	**$ 212,615**	**$ 117,994**	**$ 744,564**	**$ 1,912,225**	**$ 3,560,179**	**$ 5,374,413**

TEACH PREP

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 166.25

CHARTER IMPACT

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Revenues															**ADA =**	**69.35**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	30,959	30,959	55,726	55,726	55,726	55,726	55,726	227,409	227,409	227,409	227,409	227,409	**1,477,592**	596,837	880,755
8012 Education Protection Account	-	-	8,313	-	-	8,313	-	-	8,313	-	-	-	8,313	**33,250**	10,664	22,586
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8096 In Lieu of Property Taxes	9,589	19,178	12,786	12,786	12,786	12,786	12,786	96,812	48,406	48,406	48,406	48,406	-	**383,131**	159,821	223,311
	9,589	50,137	52,057	68,511	68,511	76,824	68,511	152,537	284,128	275,815	275,815	275,815	235,722	**1,893,973**	**767,321**	**1,126,652**
Federal Revenue																
8181 Special Education - Entitlement	676	676	1,217	1,217	1,217	1,217	1,217	4,996	4,996	4,996	4,996	4,996	(0)	**32,419**	13,523	18,896
8182 Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8220 Federal Child Nutrition	-	-	-	6,616	12,570	12,570	12,570	12,570	12,570	12,570	12,570	12,570	25,139	**132,312**	50,944	81,368
8290 Title I, Part A - Basic Low Income	-	-	6,235	-	-	18,704	-	-	-	-	-	-	-	**24,938**	-	24,938
8291 Title II, Part A - Teacher Quality	-	-	713	-	-	2,138	-	-	-	-	-	-	-	**2,850**	-	2,850
8294 Title V, Part B - PCSG	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	170,524	(170,524)
8299 Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	10,000	-	**10,000**	(1)	10,001
	676	676	8,164	7,833	13,787	34,628	13,787	17,566	17,566	17,566	17,566	27,566	25,139	**202,519**	**234,991**	**(32,472)**
Other State Revenue																
8311 State Special Education	1,729	1,729	3,112	3,112	3,112	3,112	3,112	12,774	12,774	12,774	12,774	12,774	-	**82,889**	34,606	48,283
8520 Child Nutrition	-	-	-	587	1,115	1,115	1,115	1,115	1,115	1,115	1,115	1,115	2,229	**11,733**	3,544	8,189
8545 School Facilities (SB740)	-	-	-	-	-	-	95,344	-	-	-	47,672	-	47,672	**190,689**	81,552	109,137
8550 Mandated Cost	-	-	-	-	-	1,169	-	-	-	-	-	-	-	**1,169**	-	1,169
8560 State Lottery	-	-	-	-	-	-	3,537	-	-	3,537	-	-	26,841	**33,915**	-	33,915
	1,729	1,729	3,112	3,699	4,227	5,396	103,108	13,889	13,889	17,426	61,561	13,889	76,743	**320,395**	**119,702**	**200,693**
Other Local Revenue																
8990 Contributions, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	325,000	(325,000)
	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**325,000**	**(325,000)**
Total Revenue	**11,994**	**52,542**	**63,333**	**80,042**	**86,524**	**116,847**	**185,406**	**183,992**	**315,583**	**310,807**	**354,942**	**317,270**	**337,604**	**2,416,887**	**1,447,013**	**969,874**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	39,407	39,407	39,407	39,407	39,407	39,407	39,407	39,407	39,407	39,407	39,407	-	**433,478**	166,156	(267,322)
1300 Administrators' Salaries	7,688	7,688	7,688	7,688	7,688	7,688	7,688	7,688	7,688	7,688	7,688	7,688	-	**92,250**	88,007	(4,243)
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
	7,688	47,095	47,095	47,095	47,095	47,095	47,095	47,095	47,095	47,095	47,095	47,095	-	**525,728**	**254,163**	**(271,565)**
Classified Salaries																
2100 Instructional Salaries	-	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	-	**108,680**	74,728	(33,952)
2400 Clerical and Office Staff Salaries	3,227	4,499	4,499	4,499	4,499	4,499	4,499	4,499	4,499	4,499	4,499	4,499	-	**52,717**	23,078	(29,639)
2900 Other Classified Salaries	4,305	4,305	4,305	4,305	4,305	4,305	4,305	4,305	4,305	4,305	4,305	4,305	-	**51,659**	-	(51,659)
	7,532	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	18,684	-	**213,056**	**97,805**	**(115,251)**
Benefits																
3101 STRS	1,284	7,865	7,865	7,865	7,865	7,865	7,865	7,865	7,865	7,865	7,865	7,865	-	**87,797**	40,420	(47,377)
3301 OASDI	467	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	-	**13,209**	6,562	(6,647)
3311 Medicare	221	954	954	954	954	954	954	954	954	954	954	954	-	**10,712**	5,193	(5,519)
3401 Health and Welfare	4,422	4,422	4,422	4,422	4,422	4,422	4,422	4,422	4,422	4,422	4,422	4,422	-	**53,060**	26,200	(26,860)
3501 State Unemployment	441	441	441	441	441	441	2,205	1,764	882	441	441	441	-	**8,820**	6,910	(1,910)
3601 Workers' Compensation	213	921	921	921	921	921	921	921	921	921	921	921	-	**10,343**	3,992	(6,350)
3901 Other Benefits	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	-	**13,143**	-	(13,143)
	8,142	16,856	16,856	16,856	16,856	16,856	18,620	18,179	17,297	16,856	16,856	16,856	-	**197,085**	**89,278**	**(107,806)**

TEACH PREP

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 166.25

CHARTER IMPACT

		Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	-	4,800	4,800	4,800	4,800	-	-	-	-	-	-	-	-	**19,200**	30,542	11,342
4200	Books and Reference Materials	84	84	84	84	84	-	-	-	-	-	-	-	-	**420**	2,375	1,955
4302	School Supplies	312	312	312	312	312	312	312	312	312	312	312	312	-	**3,740**	13,301	9,561
4305	Software	1,913	1,913	1,913	1,913	1,913	1,913	1,913	1,913	1,913	1,913	1,913	1,913	-	**22,950**	6,270	(16,680)
4310	Office Expense	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	**20,000**	12,176	(7,825)
4311	Business Meals	21	21	21	21	21	21	21	21	21	21	21	21	-	**250**	-	(250)
4400	Noncapitalized Equipment	-	9,000	9,000	9,000	9,000	9,000	-	-	-	-	-	-	-	**45,000**	41,350	(3,650)
4700	Food Services	-	13,095	13,095	13,095	13,095	13,095	13,095	13,095	13,095	13,095	13,095	13,095	-	**144,046**	67,403	(76,642)
		3,996	30,891	30,891	30,891	30,891	26,007	17,007	17,007	17,007	17,007	17,007	17,007	-	**255,606**	**173,417**	**(82,189)**
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5102	Special Education	-	2,273	2,273	2,273	2,273	2,273	2,273	2,273	2,273	2,273	2,273	2,273	-	**25,000**	16,286	(8,714)
5103	Substitute Teacher	-	864	864	864	864	864	864	864	864	864	864	864	-	**9,500**	9,863	363
5104	Transportation	-	455	455	455	455	455	455	455	455	455	455	455	-	**5,000**	-	(5,000)
5105	Security	-	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	-	**15,000**	13,006	(1,994)
5106	Other Educational Consultants	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**10,000**	5,000	(5,000)
		-	4,955	5,955	5,955	5,955	5,955	5,955	5,955	5,955	5,955	5,955	5,955	-	**64,500**	**44,155**	**(20,345)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	625	625	625	625	-	-	-	**2,500**	376	(2,124)
5300	Dues & Memberships	83	83	83	83	83	83	83	83	83	83	83	83	-	**1,000**	792	(208)
5400	Insurance	625	625	625	625	625	625	625	625	625	625	625	625	-	**7,500**	6,645	(855)
5501	Utilities	1,990	1,990	1,990	1,990	1,990	1,990	1,990	1,990	1,990	1,990	1,990	1,990	-	**23,880**	4,650	(19,230)
5502	Janitorial Services	600	600	600	600	600	600	600	600	600	600	600	600	-	**7,200**	21,235	14,035
5900	Communications	625	625	625	625	625	625	625	625	625	625	625	625	-	**7,500**	2,202	(5,298)
5901	Postage and Shipping	-	-	85	85	85	85	85	85	85	85	85	85	-	**850**	462	(388)
		3,923	3,923	4,008	4,008	4,008	4,008	4,633	4,633	4,633	4,633	4,008	4,008	-	**50,430**	**36,363**	**(14,067)**
Facilities, Repairs and Other Leases																	
5601	Rent	33,167	33,167	33,167	33,167	33,167	33,167	33,167	33,167	33,167	33,167	33,167	33,167	-	**398,000**	160,967	(237,033)
5602	Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
5603	Equipment Leases	208	208	208	208	208	208	208	208	208	208	208	208	-	**2,500**	417	(2,083)
5604	Other Leases	83	83	83	83	83	83	83	83	83	83	83	83	-	**1,000**	167	(833)
5605	Real/Personal Property Taxes	417	417	417	417	417	417	417	417	417	417	417	417	-	**5,000**	-	(5,000)
5610	Repairs and Maintenance	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	-	**37,000**	58,527	21,527
		36,958	36,958	36,958	36,958	36,958	36,958	36,958	36,958	36,958	36,958	36,958	36,958	-	**443,500**	**220,077**	**(223,423)**
Professional/Consulting Services																	
5801	IT	667	667	667	667	667	667	667	667	667	667	667	667	-	**8,000**	9,672	1,672
5802	Audit & Taxes	-	-	-	1,667	1,667	1,667	-	-	-	-	-	-	-	**5,000**	-	(5,000)
5803	Legal	375	375	375	375	375	375	375	375	375	375	375	375	-	**4,500**	3,344	(1,156)
5804	Professional Development	-	-	750	750	750	750	750	750	750	750	750	750	-	**7,500**	7,300	(200)
5805	General Consulting	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**10,000**	13,573	3,573
5806	Special Activities/Field Trips	-	-	-	-	-	7,106	7,106	7,106	-	-	-	-	-	**21,318**	2,000	(19,318)
5807	Bank Charges	-	-	20	20	20	20	20	20	20	20	20	20	-	**200**	118	(82)
5808	Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	3,335	3,335
5809	Other taxes and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	367	367
5810	Payroll Service Fee	250	250	250	250	250	250	250	250	250	250	250	250	-	**3,000**	2,052	(948)
5811	Management Fee	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	-	**273,604**	147,873	(125,732)
5812	District Oversight Fee	96	501	521	685	685	768	685	1,525	2,841	2,758	2,758	2,758	2,357	**18,940**	8,582	(10,358)
5813	County Fees	-	-	-	625	-	-	625	-	-	625	-	-	625	**2,500**	1,250	(1,250)
5814	SPED Encroachment	5,278	5,278	9,501	9,501	9,501	9,501	9,501	9,501	9,501	9,501	9,501	9,501	-	**105,569**	44,217	(61,352)
5815	Public Relations/Recruitment	-	-	250	250	250	250	250	250	250	250	250	250	-	**2,500**	1,000	(1,500)
5820	Scholarships	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
		29,466	29,872	36,134	38,590	37,965	45,154	44,029	44,245	38,454	38,996	38,371	38,371	2,982	**462,631**	**244,684**	**(217,947)**

TEACH PREP

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 166.25

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Depreciation																
6900 Depreciation Expense	208	208	208	208	208	208	208	208	208	208	208	208	-	**2,500**	3,400	900
	208	208	208	208	208	208	208	208	208	208	208	208	-	**2,500**	**3,400**	**900**
Interest																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
Total Expenses	**97,914**	**189,442**	**196,789**	**199,245**	**198,620**	**200,925**	**193,189**	**192,963**	**186,291**	**186,392**	**185,142**	**185,142**	**2,982**	**2,215,035**	**1,163,342**	**(1,051,693)**
Monthly Surplus (Deficit)	**(85,919)**	**(136,899)**	**(133,456)**	**(119,202)**	**(112,095)**	**(84,078)**	**(7,783)**	**(8,971)**	**129,291**	**124,415**	**169,800**	**132,128**	**334,622**	**201,852**	**283,671**	**(81,819)**
														9%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(85,919)	(136,899)	(133,456)	(119,202)	(112,095)	(84,078)	(7,783)	(8,971)	129,291	124,415	169,800	132,128	334,622	**201,852**		
Cash flows from operating activities																
Depreciation/Amortization	208	208	208	208	208	208	208	208	208	208	208	208	-	**2,500**		
Public Funding Receivables	44,724	-	-	20,388	-	-	-	-	-	-	-	-	(337,604)	**(272,493)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	-	200,000	-	260,000	-	-	-	-	-	(200,000)	-	(260,000)	-	**-**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(12,373)	-	-	-	-	-	-	-	-	-	-	-	2,982	**(9,391)**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	(17,090)	-	-	-	-	-	-	-	-	-	-	-	**(17,090)**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(53,360)	46,219	(133,247)	161,394	(111,887)	(83,869)	(7,575)	(8,763)	129,500	(75,377)	170,009	(127,664)				
Cash, Beginning of Month	212,615	159,255	205,473	72,226	233,620	121,733	37,863	30,288	21,526	151,025	75,649	245,657				
Cash, End of Month	**159,255**	**205,473**	**72,226**	**233,620**	**121,733**	**37,863**	**30,288**	**21,526**	**151,025**	**75,649**	**245,657**	**117,994**				

TEACH Public Schools

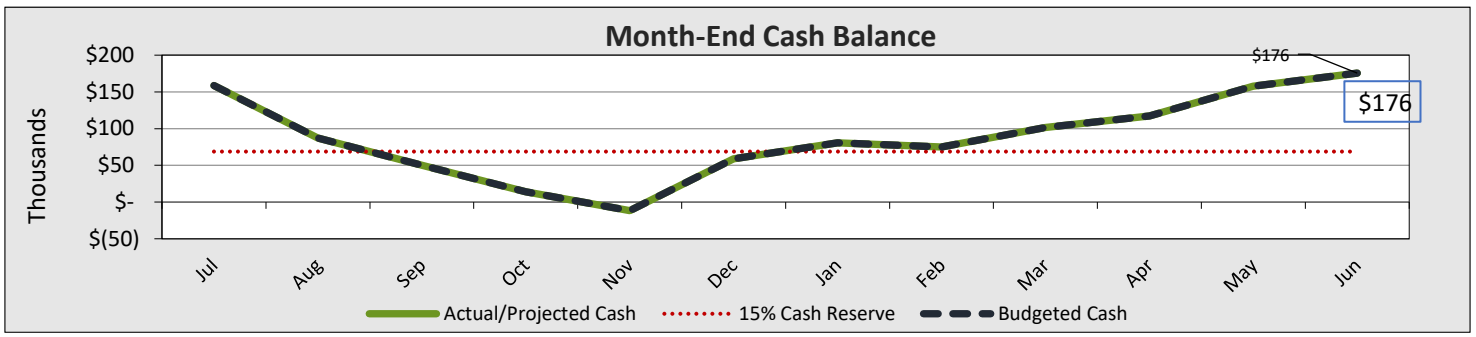
Board Summary

FY19-20 Budget

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Revenue						
Other Local Revenue	17,185	17,185	-	1,403,583	1,403,583	-
Total Revenue	**$ 17,185**	**$ 17,185**	**$ -**	**$ 1,403,583**	**$ 1,403,583**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 44,831	$ 44,831	$ -	$ 537,974	$ 537,974	$ -
Classified Salaries	23,027	23,027	-	276,320	276,320	-
Benefits	15,117	15,117	-	183,760	183,760	-
Books and Supplies	2,880	2,880	-	54,564	54,564	-
Subagreement Services	-	-	-	8,000	8,000	-
Operations	4,117	4,117	-	72,883	72,883	-
Facilities	14,908	14,908	-	178,900	178,900	-
Professional Services	542	542	-	51,211	51,211	-
Depreciation	917	917	-	11,000	11,000	-
Interest	-	-	-	-	-	-
Total Expenses	**$ 106,339**	**$ 106,339**	**$ -**	**$ 1,374,612**	**$ 1,374,612**	**$ -**

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unfav)	Forecast	Budget	Fav/(Unfav)
Total Surplus(Deficit)	**$ (89,154)**	**$ (89,154)**	**$ -**	**$ 28,971**	**$ 28,971**	**$ -**
Beginning Fund Balance	39,796	39,796		39,796	39,796	
Ending Fund Balance	**$ (49,359)**	**$ (49,359)**		**$ 68,766**	**$ 68,766**	
As a % of Annual Expenses	*-3.6%*	*-3.6%*		*5.0%*	*5.0%*	



TEACH Public Schools

Multi-Year Forecast

Revised 6/10/2019

		2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Other Local Revenue							
8650	Lease and Rental Income	63,036	61,200	61,200	61,200	61,200	61,200
8660	Interest Revenue	-	-	-	-	-	-
8689	Other Fees and Contracts	1,067,468	1,342,383	1,342,383	1,342,383	1,342,383	1,342,383
8990	Contributions, Restricted	23,704	-	-	-	-	-
		1,154,209	1,403,583	1,403,583	1,403,583	1,403,583	1,403,583
Total Revenue		**$ 1,154,209**	**$ 1,403,583**	**$ 1,403,583**	**$ 1,403,583**	**$ 1,403,583**	**$ 1,403,583**
Expenses							
Certificated Salaries							
1300	Administrators' Salaries	417,835	537,974	548,733	559,708	570,902	582,320
1900	Other Certificated Salaries	-	-	-	-	-	-
		417,835	537,974	548,733	559,708	570,902	582,320
Classified Salaries							
2300	Classified Administrators' Salaries	75,554	82,000	83,640	85,313	87,019	88,759
2400	Clerical and Office Staff Salaries	52,844	49,920	50,918	51,937	52,976	54,035
2900	Other Classified Salaries	82,509	144,400	147,288	150,234	153,238	156,303
		210,907	276,320	281,846	287,483	293,233	299,098
Benefits							
3101	STRS	60,127	89,842	104,808	106,904	109,042	111,223
3202	PERS	1,644	-	-	-	-	-
3301	OASDI	13,377	17,132	17,474	17,824	18,180	18,544
3311	Medicare	9,055	11,807	12,043	12,284	12,530	12,781
3401	Health and Welfare	74,159	30,450	34,272	34,957	35,657	36,370
3501	State Unemployment	5,161	5,880	5,880	5,880	5,880	5,880
3601	Workers' Compensation	5,759	11,400	11,628	11,861	12,098	12,340
3901	Other Benefits	-	17,249	17,594	17,946	18,305	18,671
		169,280	183,760	203,700	207,657	211,692	215,809
Books and Supplies							
4302	School Supplies	1,300	1,500	1,500	1,500	1,500	1,500
4305	Software	1,285	2,500	2,500	2,500	2,500	2,500
4310	Office Expense	27,242	30,000	30,000	30,000	30,000	30,000
4311	Business Meals	725	564	564	564	564	564
4400	Noncapitalized Equipment	10,969	20,000	20,000	20,000	20,000	20,000
4700	Food Services	-	-	-	-	-	-
		41,521	54,564	54,564	54,564	54,564	54,564

TEACH Public Schools

Multi-Year Forecast

Revised 6/10/2019

	2018-19 Forecast	2019-20 Forecast	2020-21 Forecast	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast
Subagreement Services						
5104 Transportation	182	500	500	500	500	500
5105 Security	3,492	7,500	7,500	7,500	7,500	7,500
	3,674	8,000	8,000	8,000	8,000	8,000
Operations and Housekeeping						
5201 Auto and Travel	27,264	21,000	21,000	21,000	21,000	21,000
5300 Dues & Memberships	1,518	1,672	1,672	1,672	1,672	1,672
5400 Insurance	-	13,226	13,226	13,226	13,226	13,226
5501 Utilities	13,234	15,000	15,000	15,000	15,000	15,000
5502 Janitorial Services	11,682	12,000	12,000	12,000	12,000	12,000
5900 Communications	7,804	7,500	7,500	7,500	7,500	7,500
5901 Postage and Shipping	2,531	2,485	2,485	2,485	2,485	2,485
	64,032	72,883	72,883	72,883	72,883	72,883
Facilities, Repairs and Other Leases						
5803 Legal	2,170	4,000	4,000	4,080	4,162	4,245
5804 Professional Development	15,796	18,000	18,000	18,000	18,000	18,000
5805 General Consulting	12,995	15,000	15,000	15,000	15,000	15,000
5806 Special Activities/Field Trips	1,095	1,500	1,500	1,500	1,500	1,500
5807 Bank Charges	1,227	1,500	1,500	1,500	1,500	1,500
Total Expenses	**$ 1,155,857**	**$ 1,374,612**	**$ 1,411,058**	**$ 1,432,101**	**$ 1,453,564**	**$ 1,475,456**
Surplus (Deficit)	**$ (1,648)**	**$ 28,971**	**$ (7,476)**	**$ (28,518)**	**$ (49,981)**	**$ (71,874)**
Cash Flows From Investing Activities					-	-
Purchases of Prop. And Equip.	(4,619)	(18,200)	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities					-	-
Proceeds from Factoring	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-
Total Change in Cash	217,879	(71,168)	3,744	(17,074)	(38,308)	(59,967)
Cash, Beginning of Year	28,837	246,716	175,548	179,293	162,219	123,911
Cash, End of Year	**$ 246,716**	**$ 175,548**	**$ 179,293**	**$ 162,219**	**$ 123,911**	**$ 63,944**

TEACH Public Schools

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 0.00

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Revenues															ADA = 0.00	
Other Local Revenue																
8650 Lease and Rental Income	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	-	**61,200**	63,036	(1,836)
8660 Interest Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8689 Other Fees and Contracts	12,085	51,946	71,642	75,466	85,981	120,067	133,429	105,876	136,512	125,982	145,280	122,483	155,633	**1,342,383**	1,067,468	274,914
8990 Contributions, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	23,704	(23,704)
	17,185	57,046	76,742	80,566	91,081	125,167	138,529	110,976	141,612	131,082	150,380	127,583	155,633	**1,403,583**	**1,154,209**	**249,374**
Total Revenue	**17,185**	**57,046**	**76,742**	**80,566**	**91,081**	**125,167**	**138,529**	**110,976**	**141,612**	**131,082**	**150,380**	**127,583**	**155,633**	**1,403,583**	**1,154,209**	**249,374**
Expenses																
Certificated Salaries																
1300 Administrators' Salaries	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	-	**537,974**	417,835	(120,139)
	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	44,831	-	**537,974**	**417,835**	**(120,139)**
Classified Salaries																
2300 Classified Administrators' Salaries	6,833	6,833	6,833	6,833	6,833	6,833	6,833	6,833	6,833	6,833	6,833	6,833	-	**82,000**	75,554	(6,446)
2400 Clerical and Office Staff Salaries	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	-	**49,920**	52,844	2,924
2900 Other Classified Salaries	12,033	12,033	12,033	12,033	12,033	12,033	12,033	12,033	12,033	12,033	12,033	12,033	-	**144,400**	82,509	(61,891)
	23,027	23,027	23,027	23,027	23,027	23,027	23,027	23,027	23,027	23,027	23,027	23,027	-	**276,320**	**210,907**	**(65,413)**
Benefits																
3101 STRS	7,487	7,487	7,487	7,487	7,487	7,487	7,487	7,487	7,487	7,487	7,487	7,487	-	**89,842**	60,127	(29,715)
3202 PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	1,644	1,644
3301 OASDI	1,428	1,428	1,428	1,428	1,428	1,428	1,428	1,428	1,428	1,428	1,428	1,428	-	**17,132**	13,377	(3,755)
3311 Medicare	984	984	984	984	984	984	984	984	984	984	984	984	-	**11,807**	9,055	(2,753)
3401 Health and Welfare	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	2,538	-	**30,450**	74,159	43,709
3501 State Unemployment	294	294	294	294	294	294	1,470	1,176	588	294	294	294	-	**5,880**	5,161	(719)
3601 Workers' Compensation	950	950	950	950	950	950	950	950	950	950	950	950	-	**11,400**	5,759	(5,641)
3901 Other Benefits	1,437	1,437	1,437	1,437	1,437	1,437	1,437	1,437	1,437	1,437	1,437	1,437	-	**17,249**	-	(17,249)
	15,117	15,117	15,117	15,117	15,117	15,117	16,293	15,999	15,411	15,117	15,117	15,117	-	**183,760**	**169,280**	**(14,480)**
Books and Supplies																
4302 School Supplies	125	125	125	125	125	125	125	125	125	125	125	125	-	**1,500**	1,300	(200)
4305 Software	208	208	208	208	208	208	208	208	208	208	208	208	-	**2,500**	1,285	(1,215)
4310 Office Expense	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	**30,000**	27,242	(2,758)
4311 Business Meals	47	47	47	47	47	47	47	47	47	47	47	47	-	**564**	725	161
4400 Noncapitalized Equipment	-	4,000	4,000	4,000	4,000	4,000	-	-	-	-	-	-	-	**20,000**	10,969	(9,031)
	2,880	6,880	6,880	6,880	6,880	6,880	2,880	2,880	2,880	2,880	2,880	2,880	-	**54,564**	**41,521**	**(13,043)**
Subagreement Services																
5104 Transportation	-	45	45	45	45	45	45	45	45	45	45	45	-	**500**	182	(318)
5105 Security	-	682	682	682	682	682	682	682	682	682	682	682	-	**7,500**	3,492	(4,008)
	-	727	727	727	727	727	727	727	727	727	727	727	-	**8,000**	**3,674**	**(4,326)**
Operations and Housekeeping																
5201 Auto and Travel	-	-	-	-	-	-	5,250	5,250	5,250	5,250	-	-	-	**21,000**	27,264	6,264
5300 Dues & Memberships	139	139	139	139	139	139	139	139	139	139	139	139	-	**1,672**	1,518	(154)
5400 Insurance	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	-	**13,226**	-	(13,226)
5501 Utilities	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	**15,000**	13,234	(1,766)
5502 Janitorial Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	11,682	(318)
5900 Communications	625	625	625	625	625	625	625	625	625	625	625	625	-	**7,500**	7,804	304
5901 Postage and Shipping	-	-	249	249	249	249	249	249	249	249	249	249	-	**2,485**	2,531	46
	4,117	4,117	4,365	4,365	4,365	4,365	9,615	9,615	9,615	9,615	4,365	4,365	-	**72,883**	**64,032**	**(8,851)**

TEACH Public Schools

Monthly Cash Flow/Budget FY19-20

Revised 6/10/2019

ADA = 0.00

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
Facilities, Repairs and Other Leases																
5803 Legal	333	333	333	333	333	333	333	333	333	333	333	333	-	**4,000**	2,170	(1,830)
5804 Professional Development	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	**18,000**	15,796	(2,204)
5805 General Consulting	-	-	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-	**15,000**	12,995	(2,005)
5806 Special Activities/Field Trips	-	-	-	-	-	500	500	500	-	-	-	-	-	**1,500**	1,095	(405)
5807 Bank Charges	-	-	150	150	150	150	150	150	150	150	150	150	-	**1,500**	1,227	(273)
5808 Printing	-	-	21	21	21	21	21	21	21	21	21	21	-	**211**	353	142
5809 Other taxes and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	948	948
5810 Payroll Service Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	5,972	5,972
5811 Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	21,202	21,202
5815 Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	1,257	1,257
5820 Scholarships	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
	542	542	4,013	6,846	6,846	7,346	4,513	4,513	4,013	4,013	4,013	4,013	-	**51,211**	**70,028**	**18,817**
Depreciation																
6900 Depreciation Expense	917	917	917	917	917	917	917	917	917	917	917	917	-	**11,000**	10,978	(22)
	917	917	917	917	917	917	917	917	917	917	917	917	-	**11,000**	**10,978**	**(22)**
Interest																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	27,618	27,618
	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**27,618**	**27,618**
Total Expenses	**106,339**	**111,066**	**114,786**	**117,619**	**117,619**	**118,119**	**117,712**	**117,418**	**116,330**	**116,036**	**110,786**	**110,786**	**-**	**1,374,612**	**1,155,857**	**(218,755)**
Monthly Surplus (Deficit)	**(89,154)**	**(54,020)**	**(38,044)**	**(37,053)**	**(26,537)**	**7,048**	**20,818**	**(6,441)**	**25,283**	**15,047**	**39,595**	**16,797**	**155,633**	**28,971**	**(1,648)**	**30,619**
														2%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(89,154)	(54,020)	(38,044)	(37,053)	(26,537)	7,048	20,818	(6,441)	25,283	15,047	39,595	16,797	155,633	**28,971**		
Cash flows from operating activities																
Depreciation/Amortization	917	917	917	917	917	917	917	917	917	917	917	917	-	**11,000**		
Public Funding Receivables	-	-	-	-	-	62,694	-	-	-	-	-	-	(155,633)	**(92,939)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	(18,200)	-	-	-	-	-	-	-	-	-	-	-	**(18,200)**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(88,237)	(71,303)	(37,127)	(36,137)	(25,621)	70,658	21,735	(5,525)	26,199	15,963	40,512	17,714				
Cash, Beginning of Month	246,716	158,479	87,176	50,049	13,913	(11,708)	58,950	80,685	75,160	101,359	117,323	157,834				
Cash, End of Month	**158,479**	**87,176**	**50,049**	**13,913**	**(11,708)**	**58,950**	**80,685**	**75,160**	**101,359**	**117,323**	**157,834**	**175,548**				

Coversheet

2019 - 2020 TEACH LCAPs & Federal Addendums

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: D. 2019 - 2020 TEACH LCAPs & Federal Addendums
Purpose: Vote
Submitted by:
Related Material: 2019-20 LCAP - TTCHS-2.docx
2019-20 LCAP - TES-2.docx
2019-20 LCAP - TAT-2.docx

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

California School Dashboard: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
TEACH Tech Charter High School	**Frank Williams, Principal**	**fwilliams@teachps.org** **323-872-0707**

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

TEACH Tech Charter High School is the second public charter school operated by TEACH Public Schools. TEACH Public Schools' mission is to create a high quality, innovative teaching and learning environment that focuses on literacy, integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students. Our vision is to reach students of all backgrounds by teaching the entire child, which includes the social, physical, emotional and intellectual needs of the student. TEACH Public Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning.

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

As a result, the following LCAP was developed with the input of multiple stakeholders comprised of school staff (teachers, paraprofessionals, SPED Team, EL Interventionist), parents, and students. As a result our school have moved towards establishing a Multi-tiered System of Supports (MTSS). MTSS provides a basis for understanding how educators can work together to ensure equitable access and opportunity for all students to achieve the Common Core State Standards (CCSS). MTSS is an integrated, comprehensive framework that focuses on CCSS, core instruction, differentiated learning, student-centered learning, individualized student

needs and the alignment of systems necessary for all students/ academic, behavioral, and social success. MTSS offers the potential to create needed systematic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students.

Based on our school's Fall 2018 CA School Dashboard, an analysis of multiple forms of data; input from stakeholders, our LCAP Goals have been revised, to read as follows:

- GOAL #1: Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.

- GOAL #2: Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.

- GOAL #3: Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

TEACH Tech Charter High School is proud of its performance for the Suspension Rate Indicator; and the Local indicators, which were all "met." The following is our school's Fall 2018 CA School Dashboard:

FALL 2018 CA DASHBOARD: TEACH TECH HS			
	SUSPENSION RATE	ELA	MATH
ALL STUDENTS	BLUE	YELLOW	ORANGE
ENGLISH LEARNERS	BLUE	--	--
SOC. ECON DISADV.	BLUE	YELLOW	ORANGE
AFRICAN-AMERICAN	BLUE	--	--
HISPANIC	BLUE	--	--

We attribute this to the successful implementation of PBIS and the comprehensive social-emotional and behavioral supports available to students schoolwide.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

TEACH Tech Charter High School received an "Orange" Performance Category for Math. As a result the following has taken place:

- Longer school year: 185 days (10 additional days) (Goal 1, Action 1)

- 2- hour Intervention Block for ELA; and 2 hour Intervention Block for Math was implemented this school year (Goal 1, Action 4)

- 6 week Summer School was provided (Goal 1, Action 4)

- Extensive academic support and intervention by the Assistant Principal and Instructional Assistants (Goal 1, Action 4)

- Professional Development for teachers on CPM Math; Kagan Cooperative Strategies; Project-based Learning; and Data Analysis (Goal 2, Action 1)

- For 2019-20: Longer school year: Additional 10 instructional days (Goal 1, Action)

- For 2019-20: Professional Development for teacher on Edgenuity that will be used in conjunction with NWEA MAP Assessment results to differentiate instruction and monitor student progress throughout the academic school year in ELA and Math (Goal 1, Action 2)

- For 2019-20: Administer multiple assessments to monitor student progress: NWEA MAP, MDTP, UCLA Math Assessment for Integrated Math (Goal 2, Action 1)

- For 2019-20: Strengthen EL Program to include 1 ELD Credentialed teacher to provide designated ELD, academic support; including after-school tutoring. An instructional Assistant to provide academic support for EL throughout the instructional day in ELA and Math (Goal 2, Action 2)

- For 2019-20: Continue to strengthen and provide academic support and intervention by the Assistant Principal; ELA & Math Support Courses; 3 additional Math Instructional Assistants (Goal 2, Action 4)

- For 2019-20: Student will access Edgenuity that will provide differentiated ELA/Reading and Math intervention for all students. (Goal 2, Action 4)

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

TEACH Tech Charter High School did not receive any state indicator for which performance for any student group was 2 or more performance levels below the “all student” performance. However, our school did earn an “Orange” Performance Category for Math; and “Yellow” for ELA. As a result the following actions/services have taken place::

- Longer school year: 185 days (10 additional days) (Goal 1, Action 1)

- 2- hour Intervention Block for ELA; and 2 hour Intervention Block for Math was implemented this school year (Goal 1, Action 4)

- 6 week Summer School was provided (Goal 1, Action 4)

- Extensive academic support and intervention by the Assistant Principal and Instructional Assistants (Goal 1, Action 4)

- Professional Development for teachers on CPM Math; Kagan Cooperative Strategies; Project-based Learning; and Data Analysis (Goal 2, Action 1)

- For 2019-20: Longer school year: Additional 10 instructional days (Goal 1, Action)

- For 2019-20: Professional Development for teacher on Edgenuity that will be used in conjunction with NWEA MAP Assessment results to differentiate instruction and monitor student progress throughout the academic school year in ELA and Math (Goal 1, Action 2)

- For 2019-20: Administer multiple assessments to monitor student progress: NWEA MAP, MDTP, UCLA Math Assessment for Integrated Math (Goal 2, Action 1)

- For 2019-20: Strengthen EL Program to include 1 ELD Credentialed teacher to provide designated ELD, academic support; including after-school tutoring. An instructional Assistant to provide academic support for EL throughout the instructional day in ELA and Math (Goal 2, Action 2)

- For 2019-20: Continue to strengthen and provide academic support and intervention by the Assistant Principal; ELA & Math Support Courses; 3 additional Math Instructional Assistants (Goal 2, Action 4)

- For 2019-20: Student will access Edgenuity that will provide differentiated ELA/Reading and Math intervention for all students. (Goal 2, Action 4)

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

Not Applicable.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Not Applicable.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Not Applicable.

Annual Update

LCAP Year Reviewed: 2018-19

Goal 1

Develop an infrastructure to implement multiple forms of student/schoolwide data including assessments to inform instructional decisions, implementation of research-based intervention programs; in order to research and develop an RTI/MTSS Structured Program to identify, monitor and provide appropriate academic and social-emotional supports to ensure student academic growth, to close the achievement gap among all subgroups. (aligns with WASC Action Plan, 1,3,4)

State and/or Local Priorities addressed by this goal:

State Priorities: 1, 4, 5, 7, 8

Local Priorities: 1,7

Annual Measurable Outcomes

Expected	Actual
Annual Growth on CAASPP ELA distance from Level (DFL) 3 Scale Scores: Grade 11: -40 DFL 3	SPRING 2018 ELA CAASPP MEAN SS

	DFS
ALL STUDENTS	+18.9
ENGLISH LEARNERS	-26.4
SOC. ECON DISADV.	+18.9
AFRICAN-AMERICAN	+3.5
HISPANIC	+31.7

<table>
<tr><th>Expected</th><th>Actual</th></tr>
<tr><td>Annual Growth on CAASPP Math distance from Level (DFL) 3 Scale Scores: Grade 11: -134.1 DFL3</td><td>
<table>
<tr><th colspan="2">SPRING 2018 MATH CAASPP MEAN SS</th></tr>
<tr><th></th><th>DFS</th></tr>
<tr><td>ALL STUDENTS</td><td>-108.6</td></tr>
<tr><td>ENGLISH LEARNERS</td><td>-145.2</td></tr>
<tr><td>SOC. ECON DISADV.</td><td>-108.6</td></tr>
<tr><td>AFRICAN-AMERICAN</td><td>-154.2</td></tr>
<tr><td>HISPANIC</td><td>-79.9</td></tr>
</table>
</td></tr>
<tr><td>Increase attendance rates to 95%</td><td>2017-18: 94%</td></tr>
<tr><td>Decrease Chronic Absenteeism rates: (1% decline annually) to 16%</td><td>
<table>
<tr><th colspan="4">TEACH TECH CHARTER HS</th></tr>
<tr><th colspan="4">2017-18 CHRONIC ABSENTEEISM RATE</th></tr>
<tr><th></th><th>CUM ENROLL</th><th>COUNT</th><th>RATE</th></tr>
<tr><td>SCHOOLWIDE</td><td>313</td><td>74</td><td>23.6%</td></tr>
<tr><td>AFRICAN-AMERICAN</td><td>116</td><td>35</td><td>30.2%</td></tr>
<tr><td>HISPANIC</td><td>192</td><td>36</td><td>18.8%</td></tr>
<tr><td>EL</td><td>56</td><td>10</td><td>17.9%</td></tr>
<tr><td>FOSTER YOUTH</td><td>8</td><td>2</td><td>25.0%</td></tr>
<tr><td>SOC. ECON DISADV.</td><td>292</td><td>71</td><td>24.3%</td></tr>
<tr><td>SPED</td><td>29</td><td>11</td><td>37.9%</td></tr>
</table>
</td></tr>
<tr><td>Maintain High School Dropout Rates: <3%</td><td>2017-18: 1.3%</td></tr>
<tr><td>Maintain High School Graduation Rates: >95%</td><td>2017-18: 87.5%</td></tr>
<tr><td>% of Grade 12 students that are CCR: UC A-G Completion rate: 100%</td><td>2017-18: 85%</td></tr>
<tr><td>% of students who pass AP Exam with score 3+: Establish AMO</td><td>2017-18: 0%</td></tr>
<tr><td>% of students “College Ready” as measured by EAP: (ELA/Math): 10%/10%</td><td>2017-18: 22% ELA</td></tr>
</table>

Expected	Actual
	2017-18: 6% Math
% of students including Unduplicated Pupils and Students with Disabilities, access broad course of study: UC A-G approved: 100%	2018-19: 100%
Decrease % of Grade 9 students “at-risk HFZ” annually: Aerobic Capacity/Body Composition: 23%/28%	2017-18: Not reported
Facilities Inspection Tool (FIT) Report Score: Good or Better	2018-19: Good

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:) TEACH Tech Charter High School will employ 13 Classroom Teachers who are appropriately credentialed and assigned. Our academic calendar includes 191 instructional days (67,350 instructional minutes) that far exceeds the state requirements by 2,550 instructional minutes. The design of the academic year and professional development supports the mission of the school – provide students with a rigorous Common Core State Standards-based college preparatory program in order to prepare them to succeed in the real-world through project-based learning, and internships. The TEACH Tech Charter High School student population is largely under-served – on average TEACH Tech Charter High School students are 62% Hispanic/Latino, 37% African American with an average of 87% of students qualifying for free or reduced-price meals, and an average of 18% of students are English Learners.	**Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:)** TEACH Tech Charter High School employed **14 teachers** who were appropriately credentialed and assigned; and a **Principal.** TEACH Tech Charter High School provides an instructional program that includes a longer school year and total instructional minutes that exceed the CA State requirement as outlined in the following chart below. **INSTRUCTIONAL TIME REQ.** DAYS / 9-12 CA REQURED: 175 / 64,800 TEACH TECH HS 185 / +68,670 DIFFERENCE +10 / +3,870 Our school offers 185 instructional days; that includes 3,870 additional instructional minutes for grades 9-12.	$816,609 $90,734 Base Supplemental and Concentration 1000-1999: Certificated Personnel Salaries 5800: Professional/Consulting Services And Operating Expenditures	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
To begin planning for the year, teachers report in August for professional development. The paid professional development days before, during, and after the school year ensure our teachers receive training and development necessary to support the critical interventions necessary to create the excellent instructional practice to support our students learning. School wide goals are developed in the summer with a scope and sequence. Teachers who are new to the profession meet with the Assistant Principal to provide instructional coaching on a weekly basis; while experienced teachers meet with the principal on a bi weekly/monthly basis. With the implementation of the Common Core State Standards, our professional development has focused on ensuring all teachers know and understand the ELD Standards, SDAIE strategies instructional strategies to improve instruction for our at-risk student population, trauma informed practices, Dweck's Growth Mindset, PBIS, and newly adopted standards-aligned curriculum. Professional development for all teachers	Teachers attended 2 weeks of Summer Professional Development, (4) additional non-instructional days during the academic year for professional development and data analysis, and weekly professional development during the academic school year. Additionally, our teachers provided intervention blocks to support our at-risk students: • 2 hour block for Math • 2 Hour block for ELA • Daily intervention block for EL: Math & ELA. • Students in grades 9 receive 9 hours of math and 9 hours of ELA instruction weekly • Students in grades 10-12 receive 5 hours of ELA and 5 hours of Math instruction.		

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
will take place during the academic year, as follows: • Provide 10-days of Summer Professional Development for all teachers. • Provide 2 days of Professional Development on non-instructional days: (NWEA, Data Analysis, WASC, EL Supports) • Provide weekly Professional Development for 2 hours (Wednesdays). Our instructional program is geared to all learners with instructional strategies for our EL's and at-risk low performing students that includes: • 120 minute block of instruction for ELA • 120 minute block of instruction for Math • Daily intervention block for ELA & Math			

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Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
SPED TEAM TEACH Tech Charter High School is designed to offer an engaging, welcoming and compassionate instructional environment for diverse students, including those who may be in foster care, homeless, experiencing housing instability, experiencing personal/family crisis or have other special needs. TTCHS's SPED Team provides instructional and social- emotional supports as outlined in the scholar's IEP: • 2 RSP Teachers • 2 Instructional Assistants • Psychologist (contracted) • Occupational Therapist (contracted)	**SPED TEAM** TEACH Tech Charter High School SPED Team included: • **2 RSP Teachers** • **3 Instructional Assistants** • **Contracted services**	$195,909 $97,500 Base Supplemental and Concentration 2000-2999: Classified Personnel Salaries Duplicate Expenses Goat1, Action 5000-5999: Services And Other Operating Expenditures	

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Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
ASSESSMENTS In addition, to state-mandated assessments (CAASPP ELA & Math: Grade 11, CELDT: Initial only, ELPAC: ELL only, Physical Fitness Test Grade 9, & California Science Test (CAST). TEACH Tech Charter High School staff will implement multiple types of assessments in order to monitor each scholar's: academic progress; identify their strengths and needs in order to modify instruction; and identify the type of academic intervention needed. • NWEA MAP ELA & Math Assessments: 3 times/year • Interim Assessment Blocks: 3-4 times/year • Illuminate benchmark assessments • Writing Assessments	**ASSESSMENTS** As part of our school's data-driven culture, internal/local and benchmark assessments are essential in measuring student academic progress and identify areas for growth and achievement gaps. The following assessments were administered this year: • **NWEA MAP ELA & Math: administered twice per year** • **MDTP** • Interim Assessment Blocks: 3 times/year • Illuminate Assessments: ELA & Math • Writing Performance Tasks: Springboard	$50,194 $8,963 Supplemental and Concentration 4000-4999: Books And Supplies	

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
ACADEMIC INTERVENTIONS To support TEACH Tech Charter HS's program of academic interventions, our team includes a College Counselor, Assistant Principal, and 2 instructional assistants. The following outlines how TEACH Tech Charter HS assesses students for intervention and a description of the types of intervention strategies that our school will implement. Using our data driven instructional program, our school will scale SST Program for academic and behavioral programs for unduplicated pupils. Our Leadership Team is currently researching a structural framework for a student support team, such as the Multi tiered System of Supports (MTSS) for implementation. 1. Administer diagnostic assessment in ELA & Math. 2. Administer NWEA MAP ELA & Math: 3 times/year. 3. Review of student work samples collected by teachers. 4. Based on an analysis of data, students may be placed in an academic intervention	**ACADEMIC INTERVENTIONS** TEACH Tech Charter High School has established a robust academic intervention program to support its struggling/at-risk students. The school **Counselor** provides academic, social-emotional, and college counseling services. The **Assistant Principal** provides small group instruction for identified struggling students. The **(2) Instructional Assistants** provide push-in support in the classroom and during intervention block. Students are identified for academic intervention based on CAASPP ELA & Math results, ELPAC, NWEA MAP, summative assessments, academic grades and referrals from teachers. Our school uses **Illuminate** for benchmark assessments and to develop data-rich reports to measure program efficacy and identify students for academic intervention. Our school offered a **6-week Summer School** as credit recovery for students in grades 10-12, however this year 50% of students were incoming 9th graders.	$300,000 Supplemental and Concentration #1200 Certificated Pupil Support #2100 Instructional Stipends #1300 Certificated Administrators Salaries	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
course for ELA or math. An Individualized (Personalized) Learning Plan (ILP) i developed by the SST and monitored by the Counselor on an ongoing basis. 5. Teachers will differentiate instruction in the classroom. Instructional assistants will support the credentialed teacher under the supervision of the Assistant Principal. A total of 2 Instructional Assistants (Math & EL) will provide push-in/pullout academic support and intervention. The Assistant Principal will provide teachers with coaching on the use of effective strategies for EL, differentiation and TEACH Tech Charter School provides students with academic intervention (tutoring) after school (daily) as part of the academic and social enrichment program.	As stated earlier our teachers provide intervention blocks to support our at-risk students: • 2 hour block for Math • 2 Hour block for ELA • Daily intervention block for EL: Math & ELA. • Students in grades 9 receive 9 hours of math and 9 hours of ELA instruction weekly • Students in grades 10-12 receive 5 hours of ELA and 5 hours of Math instruction.		

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
SOCIAL EMOTIONAL SUPPORT SYSTEM TEACH Tech Charter High School's project-based learning environment integrates a rigorous College Preparatory curriculum and a character education program to prepare students to thrive in school, college and the world. This curriculum guides students with the life skills necessary to communicate effectively, make informed decisions and set goals. Using our data driven instructional program, our school will scale SST Program for academic and social emotional/behavioral programs for unduplicated pupils. Our Leadership Team is currently researching a structural framework for a student support team, such as the Multi tiered System of Supports (MTSS) for implementation. Established curriculum such as Overcoming Obstacles Character Education Curriculum is a flexible to fit into core courses, advisory, and summer programs, in counseling sessions and college and career prep courses The Overcoming Obstacles curriculum is organized into middle and high school	**SOCIAL EMOTIONAL SUPPORT SYSTEM** TEACH Tech Charter High School serves a vulnerable at-risk student propulsion and provides social-emotional counseling services from Hope Street Counseling and **Tessy Cleveland Psychologist.** Our school has implemented PBIS which has resulted in low suspension rates overall. Our school has also implemented Restorative Justice, used to address social-emotional and/or behavioral issues and to hold students accountable for their actions. TEACH Tech Charter High School also hosts Speaker Series, the last Wednesday of each month on the following topics: African-American History Month; health and Wellness.	$95,000 Supplemental and Concentration #1300 Certificated Administrators Salaries #5106 Other Educational Consultants	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
programs, each beginning with the three fundamental skills on which all other skills can be built: communication, decision making and goal setting. Because of the modular format, teachers are abl to teach the curriculum from start to end, and/or select specific modules that best suit the school/students. Modules include: respect; teamwork; citizenship; technique for addressing bullying; preparing for college and career; conflict resolution; problem solving; confidence building; and time management. Positive Behavioral Interventions and Supports (PBIS): i an evidence-based, data-driven framework proven to reduce disciplinary incidents, increase a school's sense of safety and support improved academic outcomes. The premise of PBIS is that continual teaching, combined with acknowledgement or feedback of positive student behavior will reduce unnecessary discipline and promote a climate of greater productivity, safety and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted and individualized interventions and supports to improve			

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
school climate for all students. Speaker series: Our school will continue to host guest speakers on a variety of topics ranging from social, cultural, family, and community issues, relevant to our students experiences that align with our Character Education Program and our school's mission. Restorative Justice: Social emotional and behavioral issues are addressed using the Restorative Justice model; and one-on-on counseling led by the school Counselor & Principal. Counseling Services: our counselor provides counseling services. If necessary our school contracts social emotional counseling services with the school Psychologist on an individual basis.			

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Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
FACILITIES The following actions and services are required in order to: ensure a safe, and well-maintained school facility; and appropriate classroom space to implement our school's program: 1. Annual facility leasing cost for school site. 2. Costs involved for acquiring a facility (ex. Broker, etc. if applicable) for school expansion. 3. Costs for facility upgrades and/or expansion, maintenance/repairs and janitorial staff (3) to ensure a safe and clean facility site. 4. The Principal will administer an annual Facility Inspection (FIT) report; and make all necessary improvements as required.	**FACILITIES** TEACH Tech Charter High School strives to provide a safe, clean, and well-maintained school site for all students and staff. In order to accomplish this the following has taken place: • **Facility leasing expenses** • **Facility maintenance, repairs and janitorial staff** • Administer annual FIT Report	$813,498 Base 5000-5999: Services And Other Operating Expenditures	

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Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
COURSE ACCESS As a college-preparatory program, all students are required to enroll in courses that are UC A-G approved. Our school's high school graduation requirements are equivalent to the UC A-G eligibility requirements. • "A" – History/Social Science: 2 years • "B" English: 4 years • "C" Mathematics: 3 years • "D" Lab Science: 2 years • "E" Foreign Language: 2 years • "F" Visual & Performing Arts: 1 year • "G" College Preparatory Elective: 1 year	**COURSE ACCESS** TEACH Tech Charter High School provides all students with a rigorous UC A-G approved course offerings. The following are additional courses, and workshops that support College and Career Readiness: • Credit Recovery: Edgenuity • BYU Online Courses • Test Prep: Varsity for SAT • AP examinations College Board	Base Staff Salaries: See Goal 1, Action 1 Curriculum: See Goal 2, Action 3	

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Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions were implemented with fidelity to support Goal #1.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The actions were highly effective in meeting annual growth targets for ELA and mathematics. Our school's academic intervention has been strengthened to improve student academic outcomes. However our school struggles with Chronic Absenteeism rates; High School graduation rates, UC A-G passage rate, AP Passage Rate, EAP results; and Fitnessgram. There is a need to increase student engagement, student ownership of their education, and hold all adults accountable for student achievement.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The following are the material differences between Budgeted Expenditures and Estimated Actual Expenditures:
- Action 3: Addition of MDTP Math Assessment to evaluate placement in Integrated Math course
- Action 4: Provided 6-week Summer School Program for at-risk and struggling youth.
- Action 5: Provided Psychologist for social-emotional counseling.
- Action 7: Student access to: Credit Recovery programs, Edgneuity, Test Prep workshops for SAT
- Our school provided fee waivers for students who took AP exams.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders, Fall 2018 CA Schools Dashboard, in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH TECH Charter High School will revise LCAP Goal #1, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's. LCAP Goal #1 will be changed to "Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement." All actions/services and AMO's will align with this newly developed LCAP Goal.

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Goal 2

Develop a comprehensive, coherently focused, school-wide Professional Development Plan that includes the CCSS ELA/ELD/Math & NGSS, differentiation, and research-based instructional strategies to address the diverse learning needs of our (ELL, SPED) students and supports teachers to be effective educators. Implement an instructional day that provides students with a rigorous common core aligned curriculum across all disciplines, and instruction that includes relevant and extended learning experiences that encourages student engagement, elicits critical thinking, and problem-solving. (Aligns with WASC Action Plan 2,3)

State and/or Local Priorities addressed by this goal:

State Priorities: 1, 2, 4

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
% of students that have access to standards- aligned instructional materials: 100%	2018-19: 100% - verified by Principal during classroom observations

<table>
<tr><th>Expected</th><th>Actual</th></tr>
<tr><td>% of teachers that will implement state standards for all students including EL access to CCSS & ELD: 100%</td><td>
<table>
<tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr>
<tr><td></td><td>2018-19</td></tr>
<tr><td>ELA</td><td>5</td></tr>
<tr><td>ELD</td><td>5</td></tr>
<tr><td>MATH</td><td>5</td></tr>
<tr><td>NGSS</td><td>3</td></tr>
<tr><td>HISTORY</td><td>4</td></tr>
<tr><td>CTE</td><td>3</td></tr>
<tr><td>PHYSICAL ED.</td><td>5</td></tr>
<tr><td>VAPA</td><td>4</td></tr>
<tr><td>WORLD LANG.</td><td>4</td></tr>
</table>
</td></tr>
<tr><td>% of teachers who are appropriately credentialed and assigned: 100%</td><td>2017-18: 100%
2018-19: 100%</td></tr>
<tr><td>Increase percentage of EL who advance at least 1 Proficiency Level as measured by CELDT: Baseline</td><td>2017-18: 10.3% (ELPAC)</td></tr>
<tr><td>Increase English Learner reclassification rate: Baseline</td><td>2017-18: 4.8% (CELDT)
2018-19: 5.8% (ELPAC)</td></tr>
</table>

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
PROFESSIONAL DEVELOPMENT 1. In order to provide all students with a high quality rigorous standards-aligned College Preparatory curriculum through a Project-based learning instructional model, it is critical that our teaching staff is provided with appropriate and differentiated, research-based professional development. The focus this year will primarily include the following topics: • Common Core State Standards (CCSS) ELD Standards • CCSS Math CPM Math Curriculum • Kagan Cooperative Strategies • Project-based Learning • ALMA Student Information System • Analyzing data • NWEA MAP Assessments • Positive Behavioral Interventions and Supports (PBIS) Members of our teaching staff, classified and/or Leadership team plan to attend	**PROFESSIONAL DEVELOPMENT** Teach Tech Charter High School has provided the following evidence-based professional development on the following topics this year: • CCSS/ELD • **CPM Springboard Math** • **Kagan Cooperative Strategies** • **Project-based Learning** • **PowerSchool SIS** • **Social-emotional Intelligence** • **Analyzing Data: Math Consultant** • Analyzing NWEA MAP Data • PBIS: LACOE • Teacher Induction Costs In addition, members of our staff have attended the following conferences and/or workshops: • **CCSA Conference** • **National Charter Schools Conference**	$80,000 Supplemental and Concentration 5800: Professional/Consulting Services And Operating Expenditures (Conferences & Consultant for PD)	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
professional development conferences that include but are not limited to: • ASCD Conference • CCSA Conference • LACOE Workshops: ELPAC, STEM, CPM, EL, PBL, CCSS, • NGSS, etc. Next Generation Science Standards (NGSS)	• **ISTE** • **LACOE Workshops: ELPAC, STEM, CPM, ELD, PBL, NGSS**		

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Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
ELD PROGRAM TEACH Tech Charter High School will review and revise its EL Master Plan to align with the CDE's recent reclassification guidance; shift from CELDT to implementation of the ELPAC; ELD Curriculum and supplemental materials, in order to ensure that all ELs receive appropriate, adequate and targeted ELD designated and integrated instruction. The school's CELDT Coordinator (Credentialed teachers) will administer the CELDT, and ELPAC. The School Director and teachers will review, analyze and closely monitor the academic progress of all ELL using multiple forms of data from assessments to ensure academic growth in ELA and math.	**ELD PROGRAM** TEACH Tech Charter High School provides its EL students with both designated and integrated ELD using Elevation ELD Curriculum. Our school is working to strengthen the ELD Program; and also develop a newcomers program to support student achievement and reclassification.	$30,000 Supplemental and Concentration 1000-1999: Certificated Personnel Salaries (CELDT/ELPAC)	

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
CURRICULUM Every student has access to standards-aligned College Preparatory curriculum. TEACH Academy of Technologies will purchase the following additional curriculum and/or supplemental instructional materials: • Studysync ELA (subscription) • CPM math • McGraw Hill Science and History • Asi Se Dice Spanish • DBQ Project materials • Science instructional materials including animals for dissection • Manipulative's • Supplies for PBL Projects and Art • Compass Learning (NWEA) - subscription	**CURRICULUM** At TEACH Tech Charter High School all students have access to standards aligned curriculum. The following is a list of curricular purchases this year; • **Springboard Math** • **McGraw Hill: Science & History** • **Asi se Dice: Spanish** • **DBQ Project materials** • **Science instructional materials** • **Manipulatives** • **PBL Projects supplies & Art** • **Instructional materials**	$50,000 Base 4000-4999: Books And Supplies	

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Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
TECHNOLOGY In order to provide all students with access to digital media/resources (for a 1:1 student to device ratio), our school will continue to implement the following: 1. Costs for technology device replacement in order to continue with a 1:1 student to laptop ratio. 2. The IT Specialist also develop an annual needs assessment for future purchases and upgrades; provide technical support, ensure adequate bandwidth throughout the school, and ensure all laptops are up-to-date and ready to use for all state-mandated assessments. 3. Provide courses on digital literacy, keyboarding for students during advisory to provide skills necessary to access web-based intervention programs, supplemental curricular programs, web-based resources, and prepare for state-mandated assessments.	**TECHNOLOGY** TEACH Tech Charter High School has implemented a 1:1 student to device ratio and all students have a Google Student Account. The following purchases were made this year: • **Chromebooks** • **Copier Lease** • **IT Specialist** • **Wi-Fi Hot Spots & Costs**	$23,663 $8,256 Base 4000-4999: Books And Supplies 5800: Professional/Consulting Services And Operating Expenditures	

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
STUDENT ENGAGEMENT In order to provide students with life skills and relevant learning experiences outside of the classroom, our school will host and/or provide the following: 1. Provide field trips aligned to the content standards, to provide students with experiential learning experiences. • Courthouse • Museums 2. As part of our school's college-going culture, all students will visit 4 colleges-universities annually. (2 colleges/semester) 3. Provide students with leadership opportunities through School Representatives, ASB. 4. Offer after-school social enrichment program: Mock Trial, After school art class, and Track and Field. 5. Provide PSAT/SATWorkshops: For grades 10-11. 6. Host workshops on the following	**STUDENT ENGAGEMENT** TEACH Tech Charter High School provided numerous opportunities to engage students in the learning process that included: • **College Field Trips** • **College Fairs** • **Camping Trips** • **Field Trips aligned to the content standards** • **ASB Leadership** • **Provided PSAT and SAT Workshop for grades 9-11.** • After-school social enrichment program: Mock Trial • Guest Speakers: College Fairs • Partnerships with: The Constitutional Rights Foundation who runs the Mock Trial Program and teacher training; and Cops & Kids Program that works to develop positive relationships with the community.	$50,000 Supplemental and Concentration 4000-4999: Books And Supplies #5106 Educational Consultants	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
topics: • College Application Process • Developing the College Essay • Applying for Financial Aid • College & Financial Aid Fair 7. Host guest speakers from various occupations to expose students to numerous career options. - Career Day 8. Develop a TTCHS Alumni Program to monitor and track our graduates and document college acceptance, attendance, retention and college graduation. The School Counselor will lead the TTCHS Alumni Program. 9. Continue to develop and maintain partnerships with: • The Constitutional Rights Foundation who runs the Mock Trial Program • Cops & Kids Program that works to develop positive relationship with the community; • Expanding Horizons Internship Program: provides students with internships at local law firms. • Asomugha Foundation: Provides college trips and college			

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
readiness activities/ • YMCA: provides our grade 9 student with free membership a camping trip (as a result of our co-location site)			

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions were implemented with fidelity to support Goal #2.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The actions/services were highly effective in supporting teacher growth as a result of the school's robust professional development program. There is a need however to strengthen our school's ELD Program for English Learners, so they will be prepared to reclassify at higher rates.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The following are the material differences between Budgeted Expenditures and Estimated Actual Expenditures:
- Action 2: No additional staffing was provided to the ELD Program.

- Action 4: Significant technology purchases took place.

- Action 5: Alumni Program did not take place.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Tech Charter High School will revise LCAP Goal #2, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; LCAP Goal #2 will be changed to "Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application

and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement." All actions/services and AMO's will align with this newly developed LCAP Goal.

Goal 3

Engage parents as partners through education, communication, and collaboration, to ensure all students are college and career ready. Provide students with a safe, welcoming and inclusive, positive learning environment that exudes a Culture of High Expectations and a Culture of Respect. (Aligns with WASC Action Plan #1)

State and/or Local Priorities addressed by this goal:

State Priorities: 3, 6

Local Priorities: 3,6

Annual Measurable Outcomes

<table>
<tr><th>Expected</th><th>Actual</th></tr>
<tr><td>Parent involvement through input in decision-making via SSC, & ELAC: Met</td><td>2018-19: Met</td></tr>
<tr><td>Parent involvement will include opportunities for participation in programs for unduplicated students: Met</td><td>2018-19: Met</td></tr>
<tr><td>Suspension rate: <1%</td><td>
<table>
<tr><th colspan="7">2017-18 SUSPENSION RATE</th></tr>
<tr><th>ETHNICITY</th><th>CUM ENROLL</th><th>TOTAL #</th><th>UNDUP COUNT</th><th>RATE</th><th>% STUD. W/1 SUSP</th><th>% STUD. W/MULT. SUSP</th></tr>
<tr><td>SCHOOLWIDE</td><td>341</td><td>0</td><td>0</td><td>0.0%</td><td>0.0%</td><td>0.0%</td></tr>
<tr><td>AFRICAN-AMERICAN</td><td>131</td><td>0</td><td>0</td><td>0.0%</td><td>0.0%</td><td>0.0%</td></tr>
<tr><td>HISPANIC</td><td>204</td><td>0</td><td>0</td><td>0.0%</td><td>0.0%</td><td>0.0%</td></tr>
<tr><td>ELL</td><td>*</td><td>*</td><td>*</td><td>*</td><td>*</td><td>*</td></tr>
<tr><td>SOC. ECON DISADV</td><td>*</td><td>*</td><td>*</td><td>*</td><td>*</td><td>*</td></tr>
<tr><td>SPED</td><td>*</td><td>*</td><td>*</td><td>*</td><td>*</td><td>*</td></tr>
</table>
</td></tr>
<tr><td>Expulsion Rate:</td><td>2017-18: 0%</td></tr>
<tr><td>Increase Participation Rate on Student Survey:</td><td>2018-19: Youth Truth Student Survey was administered. This survey</td></tr>
</table>

Expected	Actual
	measures 5 categories and results are as follows: • Engagement: 73% • Academic Rigor: 78% • Relationships: 70% • Belonging & Peer Collaboration: 58% • Culture: 47% • College & Career Readiness: 57%
Increase Participation Rate on Staff Survey:	2018-19: Youth Truth Staff Survey was administered. This survey measures 5 categories and results are as follows: • Culture: 50% • Engagement: 76% • Relationships: 81% • Professional Development & Support: 50%
Increase Participation Rate on Parent Survey:	2018-19: Youth Truth Parent Survey was administered. This survey measures 5 categories and results are as follows: • Culture: 83% • Engagement: 72% • School Safety: 94% • Relationships: 78% • Resources: 84% • Communication & Feedback: 79%

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
SCHOOL CLIMATE & SAFETY TEACH Tech Charter HS will implement the following actions and services to ensure all students are provided with a safe, welcoming and positive learning community that exudes a Culture of High Expectations and Culture of Respect, 1. The Leadership Team will annually review and revise the Comprehensive School Safety Plan and provide training/in- service on the Safety Plan, and monthly drills that will be documented. 2. Principal will develop a supervision schedule that includes supervision: before/during and after school. 3. TEACH Tech Charter HS will implement the following character education program: that includes: • Overcoming Obstacles Character Education Curriculum	**SCHOOL CLIMATE & SAFETY** TEACH Tech Charter High School implemented the following actions to support a positive school climate and school safety: • Monthly Safety Drills took place. • **CPR training for staff** • Supervision schedule was created and successfully implemented to ensure school safety. • **Overcoming Obstacles** was introduced as the required curriculum taught during Advisory. • Character Pillars are embedded in daily instruction and part of the school's program. • Way to Go Wednesdays: is a monthly assembly where students are recognized for academia excellence and/or exuding positive character traits. • **Assemblies and workshops** took place on the following: Safety,	$10,000 Supplemental and Concentration 4000-4999: Books And Supplies	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
• Character Pillars that the school was founded on 4. Assemblies will take place monthly to recognize students for the following: exuding positive character traits/behavior, perfect attendance, “most improved” and “most outstanding” led by the Assistant Principal. 5. Our school will host the assemblies/workshops on the following topics: Bullying, restorative justice/practices, cyber-bullying, Internet safety, etc. led by the Assistant Principal.	Drugs, Sexuality, college acceptance and completion, civic issues and community responsibility. • Our school employs **(2) campus aides** to provide schoolwide supervision and safety.		

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
PARENT INPUT IN DECISION-MAKING At TEACH Tech Charter HS, parent input in decision making will take place through the following venue led by the school's administration and teachers: • School Site Council (SSC) • English Language Advisory Committee (ELAC) The School Principal is responsible for organizing these meetings that require the participation of teachers and classified staff.	**PARENT INPUT IN DECISION-MAKING** In order to promote and elicit parent input in decision-making, TEACH Tech Charter High School hosted a total of 5 SSC, and ELAC Meetings during the school year. These Committees provide opportunities to gather input and feedback on our school's educational program and build positive relationships with families.	Supplemental and Concentration 1000-1999: Certificated Personnel Salaries Salary- See Goal 1, Action 5	

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
OPPORTUNITIES FOR PARENT PARTICIPATION TEACH Tech Charter HS will provide the following opportunities to engage parents of unduplicated pupils as partners in their child's education. They include: 1. Provide parents with opportunities to participate/volunteer at school-wide events. 2. TEACH Tech Charter HS will employ a parent liaison to facilitate parent meetings, school-wide events and workshops for parents, provide translation services, and communicate with parents. 3. Host workshops for parent on the following topics: • How to support my child academically • Positive Discipline • Understanding CAASPP results • Preparing for College 4. Administer an annual parent survey to gather input and feedback on the sense of	**OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION:** TEACH Tech Charter High School has provided all parents (including unduplicated and Students with Disabilities) with numerous opportunities to engage as partners in their child's education: • Our school employs a **Parent Support Coordinator** to communicate and outreach to parents; facilitate workshops and provide translation services. • Hosted workshops on college admission process, and college financial aid. • School staff communicate with families via **Parent Square** • Maintain **school's website** to communicate with students/families • Subscribe to **School Mint** – online school enrollment/registration forms	$50,000 Supplemental and Concentration 2000-2999: Classified Personnel Salaries	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
safety and school connectedness. 5. Teachers will meet and/or communicate with parents of students who failing or in danger of failing a course (Every 6 weeks). 6. Teachers will participate in school-wide welcoming call to parents and continue this process throughout the school year. 7. The Activities Coordinator will be in charge of maintaining the school's website and social media on a regular basis as a tool to communicate with parents.			

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Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

The action/services were implemented with fidelity to support Goal #3.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The actions and services to decrease Suspension Rates was highly effective. There is however a need to improve the delivery and quality of instruction to increase student engagement and improve student academic outcomes.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The following are the material differences between Budgeted Expenditures and Estimated Actual Expenditures:
- Action 1: Addition of Campus Aides and Security.

- Action 3: addition of Parent/student Coordinator; Parent Square to communicate with families; School Mint for online registration; and maintenance of the school's website: EdLlio.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Tech Charter High School will revise LCAP Goal #3, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; and will provide budgeted expenditures for each. LCAP Goal #3 will be changed to "Engage parents, families, and members of the community as partners through

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education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all." All actions/services and AMO's will align with this newly developed LCAP Goal.

Stakeholder Engagement

LCAP Year: **2019-20**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Comment [1]: Frank – please provide

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

Comment [2]: Frank please provide

Goals, Actions, & Services

Strategic Planning Details and Accountability

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.

State and/or Local Priorities addressed by this goal:

State Priorities: 1,2,7,8

Local Priorities: 1,2,7

Identified Need:

There is a need to strengthen pedagogical strategies to address the diverse learning needs of our students who have significant learning gaps starting at grades TK-K. In order to accomplish this, our school will provide all teachers with a robust evidence-based professional development program and provide ongoing coaching and support.

Expected Annual Measurable Outcomes

<table>
<tr><th>Metrics/Indicators</th><th>Baseline</th><th>2017-18</th><th>2018-19</th><th>2019-20</th></tr>
<tr><td>Percentage of Teachers who are appropriately credentialed & assigned: 100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr>
<tr><td>Percentage of students with access to standards aligned instructional materials: 100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr>
<tr><td>Implementation of the Academic Content Standards will improve to “full implementation (Level 4) or “Full Implementation and Sustainability” (Level 5) for all students, including access for EL, as measured by the Local Indicator rubric.</td><td>N/A</td><td>Other tool used</td><td>
<table>
<tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr>
<tr><th></th><th>2018-19</th></tr>
<tr><td>ELA</td><td>5</td></tr>
<tr><td>ELD</td><td>5</td></tr>
<tr><td>MATH</td><td>5</td></tr>
<tr><td>NGSS</td><td>3</td></tr>
<tr><td>HISTORY</td><td>4</td></tr>
<tr><td>CTE</td><td>3</td></tr>
<tr><td>PHYSICAL ED.</td><td>5</td></tr>
<tr><td>VAPA</td><td>4</td></tr>
<tr><td>WORLD LANG.</td><td>4</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr>
<tr><th></th><th>2019-20</th></tr>
<tr><td>ELA</td><td>5</td></tr>
<tr><td>ELD</td><td>5</td></tr>
<tr><td>MATH</td><td>5</td></tr>
<tr><td>NGSS</td><td>4</td></tr>
<tr><td>HISTORY</td><td>5</td></tr>
<tr><td>CTE</td><td>4</td></tr>
<tr><td>PHYSICAL ED.</td><td>5</td></tr>
<tr><td>VAPA</td><td>5</td></tr>
<tr><td>WORLD LANG.</td><td>5</td></tr>
</table>
</td></tr>
<tr><td>Percentage of students including Unduplicated Pupils and Students with Disabilities, with access to and enrolled in a broad course of study: 100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr>
<tr><td>Percentage of grade 9 students who meet 6 of 6 Healthy Fitness Zones (HFZ) on the Fitnessgram:</td><td>Not available</td><td>Not available</td><td>Baseline</td><td>Will develop annual growth targets once 2018-19 results are reported</td></tr>
</table>

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New	Unchanged	Modified

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:) TEACH Tech Charter High School will employ 13 Classroom Teachers who are appropriately		**STAFF TO SUPPORT SCHOOL'S PROGRAM** TEACH Tech Charter High School will employ **20 teachers** that are appropriately credentialed and assigned teachers and a **School Director** to

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services

credentialed and assigned. Our academic calendar includes 191 instructional days (67,350 instructional minutes) that far exceeds the state requirements by 2,550 instructional minutes.

The design of the academic year and professional development supports the mission of the school – provide students with a rigorous Common Core State Standards-based college preparatory program in order to prepare them to succeed in the real-world through project-based learning, and internships. The TEACH Tech Charter High School student population is largely under-served – on average TEACH Tech Charter High School students are 62% Hispanic/Latino, 37% African American with an average of 87% of students qualifying for free or reduced-price meals, and an average of 18% of students are English Learners.

To begin planning for the year, teachers report in August for professional development. The paid professional development days before, during, and after the school year ensure our teachers receive training and development necessary to support the critical interventions necessary to create the excellent instructional practice to support our students learning. School wide goals are developed in the summer with a scope and sequence. Teachers who are new to the profession meet with the Assistant

serve grades 9-12.

TEACH Tech Charter High School will provide an instructional program that includes a longer school year and total instructional minutes that exceed the CA State requirement as outlined in the following chart below.

INSTRUCTIONAL TIME REQ.		
	DAYS	9-12
CA REQURED:	175	64,800
TEACH TECH HS	185	+68,670
DIFFERENCE	+10	+3,870

Our school will offer 185 instructional days; that includes 3,870 additional instructional minutes for grades 9-12.

Teachers will participate in 2 weeks of Summer Professional Development, (4) additional non-instructional days during the academic year for professional development and data analysis, and weekly professional development during the academic school year. Additionally, our teachers provided intervention blocks to support our at-risk students:

- 2 hour block for Math
- 2 Hour block for ELA

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2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Principal to provide instructional coaching on a weekly basis; while experienced teachers meet with the principal on a bi weekly/monthly basis. With the implementation of the Common Core State Standards, our professional development has focused on ensuring all teachers know and understand the ELD Standards, SDAIE strategies instructional strategies to improve instruction for our at- risk student population, trauma informed practices, Dweck's Growth Mindset, PBIS, and newly adopted standards-aligned curriculum. Professional development for all teachers will take place during the academic year, as follows: • Provide 10-days of Summer Professional Development for all teachers. • Provide 2 days of Professional Development on non-instructional days: (NWEA, Data Analysis, WASC, EL Supports) • Provide weekly Professional Development for 2 hours (Wednesdays). Our instructional program is geared to all		• Daily intervention block for EL: Math & ELA. • Students in grades 9 receive 9 hours of math and 9 hours of ELA instruction weekly • Students in grades 10-12 receive 5 hours of ELA and 5 hours of Math instruction.

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
learners with instructional strategies for our EL's and at-risk low performing students that includes: • 120 minute block of instruction for ELA • 120 minute block of instruction for Math Daily intervention block for ELA & Math		

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$703,539	$816,609	
Source	Base	Base	
Budget Reference	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries	
Amount	$78,170	$90,734	
Source	LCFF S&C	LCFF S&C	
Budget Reference	1000-1999: Certificated Personnel Salaries	5800: Professional/Consulting Services And Operating Expenditures	

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		PROFESSIONAL DEVELOPMENT TEACH Tech Charter High School will provide all teachers with evidence based professional development aligned to the CA State Standards, school's mission and educational program and targeted to meet the needs of

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		our students. The focus this year will primarily include the following topics: • **Illuminate** • **PBIS** • **Counseling College Readiness Training** • **NWEA** • **Edgenuity** • **AP Training** • **Project-based Learning: Buck Institute** • **Marzano Strategies** • **Data Driven Instruction** • **Classroom Management: Charter Safe** • **CABE** • **Teacher Induction** Costs: To maintain appropriately credentialed teachers and increase teacher retention In addition, members of our staff will be provided with the opportunity to attend conferences, and workshops that include: • **CCSA Conference** • **ELPAC/CAASPP Training**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Costs for **substitute teachers** used when teachers attend workshops and/or professional development.

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>COURSE ACCESS: COLLEGE & CAREER PREPAREDNESS:</u> TEACH Tech Charter High School provides all students with a rigorous standards-aligned college project-based learning experiences with technology and arts integration and electives in:

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Art, Criminal Justice, Digital Art, Financial Literacy, Psychology, Journalism, Creative Writing and Environmental Science. Most of our students will be first generation college students, therefore our school has implemented the following to ensure all students are college/career ready: • UC A-G approved course list • High School graduation requirements that exceed UC A-G entrance requirements • Senior Internship and/or Senior Capstone Project • Presentations of Learning (POL) • **College Course Enrollment** (CCI): course taught onsite by Southwest College Professor • **AP Exam**: school will pay for examinations • **Provide Fee Waivers for SAT/ACT** • **Administer PSAT**: all Grade 9/10 students • **Provide SAT Prep Course (contracted)** • **Host 2 college field trips annually** • **Host annual College Fair:** Historically Black Colleges (HBCU) & Other CA Colleges & Universities

Budgeted Expenditures

Year	2017-18	2018-19	2019-20

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		CORE CURRICULUM TO BE PURCHASED: Every student will have access to standards-aligned curriculum. TEACH Tech Charter High School will purchase the following curriculum: • **McGraw-Hill: ELA & History** • **Springboard Math**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			LCFF Base
Budget Reference			

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(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Continue Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.

State and/or Local Priorities addressed by this goal:

State Priorities: 4,5,6

Local Priorities:

Identified Need:

There is a need to use data to measure student progress, measure program efficacy and identity the academic, social-emotional and/or behavioral needs of our students as part of our MTSS Implementation.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Annual Growth on ELA CAASPP Distance from Standard (DFS)	+21.8 points above DFS	+18.9 points above DFS	+21 points above DFS	+24 points above DFS
Annual Growth on MATH CAASPP Distance from Standard (DFS)	-84.1 points below DFS	-108.6 points below DFS	-103 points below DFS	-93 points below DFS

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
CA Science Test (CAST): GRADE 12: Spring 2019 CAST results will serve as a baseline	N/A	N/A	Spring 2019 Results pending	Will establish annual growth targets when results are released
% of Students who complete UC A-G:	82.4%	97.1%	97.6%	>98%
% of EL who progress in English Proficiency as measured by ELPAC (Summative)		10.3% ELPAC	11% ELPAC	12% ELPAC
Increase English Learner reclassification rate as measured by ELPAC (Summative)	32.1% CELDT	4.8% CELDT	5.8% ELPAC	7% ELPAC
% of students who pass AP Exams (3+):	0% None Tested	0% None Tested	2%	4%
% of students "Prepared" for College as measured by ELA EAP:	N/A	22%	24%	26%
% of students "Prepared" for College as measured by Math EAP:	N/A	6%	8%	10%
Increase Attendance Rates by 0.5%	93%	94%	94.5%	95%
Decrease Chronic Absenteeism rates by 2%	16.7%	23.6%	21.6%	19.6%
Decrease HS Dropout Rates 0.5%	13.6%	7.5%	7%	6.5%
Increase HS Graduation Rates by 1%	77.3%%	87.5%	88.5%	89.5%
Maintain Suspension Rate: <2%	0.4%	0%	<2%	<2%
Maintain Expulsion Rate: <1%	0%	0%	<1%	<1%

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MULTIPLE TYPES OF ASSESSMENTS: TEACH Tech Charter High School staff will implement multiple types of assessments, in order to monitor each student's: academic progress; identify their strengths and needs in

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		order to modify instruction; and identify the type of academic intervention needed. • **NWEA MAP: ELA & Math:** 3 times/year Gr. 9-111 • **MDTP:** Algebra/Math Readiness: Incoming 9th grade students for placement. • **UCLA Math Assessment** for Integrated Math Pathway (IMP 1-3) In addition, our students will be administered the following state-mandated assessments: • ELPAC: Initial & Summative for EL • CAASPP ELA & Math: Gr. 11 • CA Science Test: HS • Physical Fitness Test: Gr. 9

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		STAFFING, SERVICES & PROGRAM TO SERVICE EL STUDENTS: The Principal and Leadership Team will review and revise the EL Master Plan to align with the ELPAC; CDE/SBE Reclassification criteria, and ELD curriculum (in order to ensure that all ELs receive appropriate, adequate and targeted

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		designated and integrated ELD instruction across all grade levels. Our school will employ an **ELD Coordinator (credentialed teacher)** to provide Designated ELD Courses 1-3; and administer ELPAC Assessments. An **EL Instructional Assistant** will provide push-in and/or pullout academic support for EL. Additionally, EL students will also have access to **after-school tutoring services**.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
Students with Disabilities	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>STAFFING, SERVICES & PROGRAM TO SERVICE SWD STUDENTS:</u> The **RSP Teacher/SPED Coordinator** will be responsible for developing; implementing and monitoring quality student-centered Individual Education Plans (IEPs) including documentation and adherence to requirements and timelines,

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		staffing and contracted services. TEACH Tech Charter High School's program will provide improved outcomes and close the achievement gap for students with disabilities, and will coordinate, design, and provide for specialized and age-appropriate programs, services and supports for students. Program services will include providing Special education teachers, Instructional Assistants and support staff. Our RSP Teacher/SPED Coordinator and/or SELPA Provider will provide quality professional development opportunities for both certificated and classified staff to build capacity in providing high quality instructional opportunities for students with disabilities and administrator support training focused on understanding and leading high quality Individual Education Plans (IEPs) and translating those IEPs into high quality rigorous instruction for students with disabilities.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			

Year	2017-18	2018-19	2019-20
Budget Reference			

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services

MTSS: STAFFING, SUPPLEMENTAL CURRICULUM, & PROGRAMS TO PROVIDE ACADEMIC INTERVENTION & SUPPORTS:

TEACH Tech Charter High School will align academic interventions to core instruction; and grade level content to ensure all students including unduplicated students, are on track towards grade level mastery, in order to narrow any achievement gaps.

The **Assistant Principal** will provide small group instruction for identified struggling students. The **(3) Math Instructional Assistants** will provide push-in support in every Math course (station rotation model), so that each class will have 2 adults in the classroom. Our school will continue to provide a Math Intervention Block for each IMP course.

Comment [3]: Fund w/Title I

In addition, **ELA/Literacy Support Teacher** (Course) will be provided for all struggling students during the intervention block.

Students will be identified for academic intervention based on CAASPP ELA & Math results, ELPAC, NWEA MAP, summative assessments, MDTP Results, academic grades and referrals from teachers. Our school uses **Illuminate** for benchmark assessments and to develop data-rich reports to measure program efficacy and identify students for academic

		intervention. Teachers will assign and students will use **Edgenuity MyPath** Intervention Program in conjunction with NWEA MAP assessments to differentiate instruction and provide targeted intervention. All teachers will provide after-school tutoring: 4 times/week. Our students will have access to **BYU for credit recovery.**

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>MTSS: STAFFING, SUPPLEMENTAL CURRICULUM, & PROGRAMS THAT PROVIDE SOCIAL-EMOTIONAL/BEHAVIORAL SUPPORT/INTERVENTION:</u> TEACH Tech Charter High School will be in its initial year of MTSS Implementation and will administer **Panorama Surveys,** to be used as a social-emotional universal screener. The **Counselor** will provide academic (college counseling) and social-emotional counseling services. The **(2) Deans of Culture** will develop strategies to encourage positive behavior, and self-regulation to ensure a safe learning environment for all students, and address all

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		social-emotional and behavioral issues. TEACH Tech Charter High School serves highly vulnerable at-risk student propulsion and provides social-emotional counseling services from Hope Street Counseling and Tessy Cleveland Psychologist.

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		TECHNOLOGY TEACH Tech Charter High School will continue to implement a 1:1 student to device ratio schoolwide. The Principal and **IT Specialist** will conduct an annual needs assessment based on technology needs and annual grade level

Comment [4]: Split between 3 schools

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		growth of our school. For the upcoming year, the following purchases are projected: • **Chromebooks & Charging carts** • **Projectors** • **Staff Laptops** • **Wi-Fi Expenses** (to ensure sufficient bandwidth)

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

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Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		STAFFING, PROGRAMS, STRATEGIES & ACTIVITIES TO PROMOTE A POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & ENSURE A SAFE SCHOOL ENVIRONMENT: TEACH Tech Charter High School's educational program will provide all students with an

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		engaging learning experience, and a safe, positive school climate and learning environment through the implementation of the following: • **Extracurricular Clubs & Sports** • **Student-led Conference** (each semester) • Every student will participate and produce a **Project-Based Learning (PBL) Culminating Project** (Presentation or gallery walk) • Monthly "Way to go Wednesday," walking field trip to Jesse Owens Park for the most improved, most outstanding, and student who personifies the character pillar of the month) • Host **bi-monthly Assemblies**: Drug prevention, college application process, Sex Education • **Safe Passage Program:** Agreement Security & Community Intervention, and provide workshops on campus safety. • **Campus Aides (3)** provide supervision during the instructional day • **Student Council:** Provides students with Leadership opportunity and develop culture-building schoolwide events. • **Competitions: Mock Trial, Hack-a-Thon** • Review and revise the school's

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Comprehensive School Safety Plan and make necessary purchases including: **emergency supplies and equipment.**

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all.

State and/or Local Priorities addressed by this goal:

State Priorities: 1,3,6

Local Priorities: 3,6

Identified Need:

There is a need to strengthen parent involvement and engagement to improve student academic outcomes, school connectedness and safety

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Administer Facility Inspection Tool (FIT): Score Good or Exemplary	Good	Good	Good	Good
Parents will have input in decision-making (including Unduplicated students, and Students with Disabilities: School Site Council (SSC): Outcome Met	Met	Met	Met See Action 1	Met See Action 1

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Provide opportunities for parent participation for families including Unduplicated students, and Students with Disabilities: Outcome Met	Met	Met	Met See Action 2	Met See Action 2
Increase participation rate on parent survey on the sense of safety and school connectedness.	N/A	Administered	Administered*	* See comment below
Increase participation rate on student survey on the sense of safety and school connectedness.	N/A	Administered	Administered*	* See comment below
Increase participation rate on staff survey on the sense of safety and school connectedness.	N/A	Administered	Administered*	* See comment below

Note:

* YouthTruth surveys were administered to parents, staff and students. However, upon analyzing survey results, participation rate for each survey is not clear. Therefore our school will administer Panorama surveys for the 2019-20 school year for students, staff and parents.

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Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		METHODS BY WHICH PARENTS PARTICIPATE IN DECISION-MAKING: In order to promote and elicit parent input in decision-making, TEACH Tech Charter High School will host and facilitate SSC, and ELAC

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Meetings during the school year with annual elections to include parents, staff, teachers & students. TEACH Tech Charter High School will continue to adhere to the requirements of AB716, and the school's LCAP will serve as its School Plan for Student Achievement (SPSA). During the school year SSC and ELAC will provide input/feedback on the LCAP Actions/services and monitor annual measurable outcomes. This is an opportunity for parents and community members to provide input on student programs and the allocation of Title Funds.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION AND COMMUNITY OUTREACH:</u> As part of TEACH Tech Charter High School's Initial implementation of MTSS our school staff and **Parent Coordinator** will partner with parents (including unduplicated pupils and Students with Disabilities) to support student achievement. Parent engagement opportunities will include: • Hosting **Parent education workshops** on a multitude of issues including but not limited

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		to: Attendance/chronic absenteeism; A-G College Admission Requirements, DACA, to name a few • Communicating with families using **Parent Square** • Maintain **school's website** to communicate with students/families • Subscribe to **School Mint** – online school enrollment/registration forms • **The Attendance & Engagement Coordinator**

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		FACILITIES TEACH Tech Charter High School strives to provide a safe, clean, and well-maintained school site for all students and staff. In order to accomplish this the following will take place:

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• **Facility leasing expenses** • **Facility maintenance, repairs and janitorial staff** • Administer annual FIT Report

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$	%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

2018-19

The Supplemental and Concentration Funds are being expended on actions and services that are principally directed toward unduplicated student groups.

- Goal 1, Action 1; Professional Development for teachers: 10-days summer: 2 Non-instructional days during the school year; and academic intervention block during the school year.
- Goal 1, Action 3: Additional internal assessments that will be administered in Reading, language and Math to monitor student progress and identify areas for growth)
- Goal 1, Action 4: The Academic Intervention Team: comprised of the College Counselor, Assistant Principal, Principal, SPED Coordinator and 1 instructional assistant will provide academic intervention during the school day; and additional academic support will be provided during the after-school tutoring program.
- Goal 1, Action 5: The Social-emotional Support System comprised of the Principal, Counselor and Psychologist who will provide social emotional support, implement PBIS and Restorative Justice school wide (including training)

- Goal 2, Action 1: Professional Development for entire teaching staff and Instructional Assistants on: effective strategies such as differentiation, newly adopted curriculum, analyzing data, NWEA MAP, and PBIS)
- Goal 2, Action 2: CELDT/ELPAC testing coordinator, who will administer assessment, assess EL for reclassification, academic support and meet with the Assistant Principal to provide data.
- Goal 2, Action 5: Provide students with field trips to colleges/universities, and leadership opportunities.
- Goal 3, Action 1: Implementation of Overcoming Obstacles Character Education Curriculum, and incentives as part of our schools positive discipline program.
- Goal 3, Action 3: The parent liaison will outreach to parents of unduplicated students, provide translation services and facilitate parent meetings and workshops. The Events coordinator will maintain the school's website, up-to-date in order to effectively communicate with parents of upcoming school events.

The Principal and Assistant Principal will provide all teachers with coaching, conduct observations and professional development on implementing effective research-based strategies in working with ELL, Low-Income, Foster Youth including reading strategies, differentiation, scaffolding, writing strategies, that will benefit all students. Unduplicated student groups who are scoring below their peers in ELA and Math will benefit from these strategies, which hare specially designed to increase student engagement and access to the rigor of the CA. State Standards.

2017-18

The Supplemental and Concentration Funds are being expended on actions and services that are principally directed toward unduplicated student groups.

- Goal 1, Action 1; Professional Development for teachers: 10-days summer: 2 Non-instructional days during the school year; and academic intervention block during the school year.
- Goal 1, Action 3: Additional internal assessments that will be administered in Reading, language and Math to monitor student progress and identify areas for growth)
- Goal 1, Action 4: The Academic Intervention Team: comprised of the College Counselor, Assistant Principal, Principal, SPED Coordinator and 1 instructional assistant will provide academic intervention during the school day; and additional academic support will be provided during the after-school tutoring program.

- Goal 1, Action 5: The Social-emotional Support System comprised of the Principal, Counselor and Psychologist who will provide social emotional support, implement PBIS and Restorative Justice school wide (including training)
- Goal 2, Action 1: Professional Development for entire teaching staff and Instructional Assistants on: effective strategies such as differentiation, newly adopted curriculum, analyzing data, NWEA MAP, and PBIS)
- Goal 2, Action 2: CELDT/ELPAC testing coordinator, who will administer assessment, assess EL for reclassification, academic support and meet with the Assistant Principal to provide data.
- Goal 2, Action 5: Provide students with field trips to colleges/universities, and leadership opportunities.
- Goal 3, Action 1: Implementation of Overcoming Obstacles Character Education Curriculum, and incentives as part of our schools positive discipline program.
- Goal 3, Action 3: The parent liaison will outreach to parents of unduplicated students, provide translation services and facilitate parent meetings and workshops. The Events coordinator will maintain the school's website, up-to-date in order to effectively communicate with parents of upcoming school events.

The Principal and Assistant Principal will provide all teachers with coaching, conduct observations and professional development on implementing effective research-based strategies in working with ELL, Low-Income, Foster Youth including reading strategies, differentiation, scaffolding, writing strategies, that will benefit all students. Unduplicated student groups who are scoring below their peers in ELA and Math will benefit from these strategies, which hare specially designed to increase student engagement and access to the rigor of the CA. State Standards. 2014-2015 marks the first year of these additional funds. We will be reevaluating the impact of our allocations based on the data we receive in the Summer 2016. Funding may be reallocated to different areas impacting the instructional program (i.e. additional after- school tutoring, online licenses for additional supplemental instructional materials, etc) based on the data we receive.

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

California School Dashboard: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	**Sharon Rhee, Principal**	**srhee@teachps.org** **323-872-0708**

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School (TEACH Prep Elementary School) is the third public charter school operated by TEACH Public Schools. TEACH Public Schools' mission is to create a high quality, innovative teaching and learning environment that focuses on literacy, integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students. Our vision is to reach students of all backgrounds by teaching the entire child, which includes the social, physical, emotional and intellectual needs of the student. TEACH Public Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning.

TEACH Prep Elementary School opened its doors to the community of Westmont/Gramercy Park South Los Angeles in Fall 2018 serving 80 students in grades TK-1, with student demographics that include 60% Hispanic, 39% African-American, 1% Asian, 45% English Language Learners, 3% student with Disabilities, and 94% who qualify for free/reduced priced lunch. Our school will expand by one grade level annually to serve grades TK-5 by the 2022-23 school year.

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

TEACH Prep Elementary School is the recipient of the Public Charter Schools Planning and Implementation Grant, which provides new charter schools with start-up funds to establish its educational program. Our school is also in its initial implementation of a establishing a Multi-tiered System of Supports (MTSS). MTSS provides a basis for understanding how educators can work together to ensure equitable access and opportunity for all students to achieve the Common Core State Standards (CCSS). MTSS is an integrated, comprehensive framework that focuses on CCSS, core instruction, differentiated learning, student-centered learning, individualized student needs and the alignment of systems necessary for all students/ academic, behavioral, and social success. MTSS offers the potential to create needed systematic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students.

The 2019-20 school year will serve as the school's initial year of implementation of MTSS. As a result of input and feedback from stakeholders comprised of school staff (teachers, paraprofessionals, SPED Team, EL Interventionist), parents, and students, in addition our school's Fall 2018 CA School Dashboard, an analysis of multiple forms of data; our LCAP Goals have been revised, to read as follows:

- GOAL #1: Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.

- GOAL #2: Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.

- GOAL #3: Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

TEACH Prep Elementary School is in its first year of operation and does not have a CA Schools Dashboard.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

TEACH Prep Elementary School is in its first year of operation and does not have a CA Schools Dashboard.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

TEACH Prep Elementary School is in its first year of operation and does not have a CA Schools Dashboard.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

Not Applicable.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Not Applicable.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Not Applicable.

Annual Update

LCAP Year Reviewed: 2018-19

Goal 1

All TEACH ES students will have access to a high-quality education program taught by highly qualified teachers.

State and/or Local Priorities addressed by this goal:

State Priorities: 1, 2, 7

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
All TEACH ES students will have access to a high-quality education program taught by highly qualified teachers: 100%	2018-19: 100% teachers are appropriately credentialed and assigned.
% of TEACH ES students who will have sufficient access to standards-aligned instructional materials: 100%	TEACH Prep Elementary School used the CDE's Option 2 Self-Reflection Tool for Measuring Implementation of the Academic Standards, based on a scale of 1 to 5.

Expected	Actual
	OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS **2018-19** **ELA** 3 **ELD** 3 **MATH** 3 **NGSS** 2 **HISTORY** 3 **PE** 3
% of items on the Site Inspection Lists and daily spot checks that are in compliance/good standing: 90%	2018-19 FIT Tool: Good
Purchased text and online curriculum; curriculum pacing and lesson plans; teacher observations: Site will purchase core curriculum materials in ELA, ELD, Math, and Science along with intervention programs that align to CCSS	2018-19: 100% students have access to standards-aligned curriculum and materials.
% of access to all available programs and services outlined in charter petition: 100%	2018-19: 100% of students including unduplicated pupils, and Students with Disabilities, have access to a broad course of study including core subjects (ELA, Math, Science, Social Studies) and Art.

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 1: Basic (Conditions of Learning) — Degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching: TEACH ES will hire, supervise, evaluate and retain qualified teaching staff. PERSONNEL: 4 FTE CLASSROOM TEACHERS 1 PTE PHYSICAL EDUCATION TEACHER	TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary (TEACH Prep ES) employed a total of **3 teachers** & **1 RSP Teacher** who were appropriately credentialed and assigned and **1 Principal** for grades TK-1. TEACH Prep ES provides an instructional program that includes a longer school year and longer school day and total instructional minutes that exceed the CA State requirement as outlined in the following chart below.		

INSTRUCTIONAL TIME REQ.			
	DAYS	TK/K	GR 1
CA REQURED:	175	36,000	50,400
TEACH PREP ES	185	63,735	63,735
DIFFERENCE	+10	+27,775	+13,335

Our school offers 185 instructional days; that includes 27,775 additional instructional minutes for grades TK/K, additional 13,335 instructional minutes for grade 1.

Teachers attended 2 weeks of Summer Professional Development, (4) additional

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	non-instructional days during the academic year for professional development and data analysis, and weekly professional development during the academic school year. Additionally, teachers provided 1.5-2 hours of tutoring services weekly after-school.		

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 1: Basic (Conditions of Learning) — Degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching: TEACH ES will ensure verification of proper credentials and DoJ clearance prior to start of employment.	All teachers were appropriately credentialed and live scans were performed prior to employment.		$0

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 1: Basic (Conditions of Learning) — Degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching: TEACH ES will actively recruit qualified teachers reflecting student ethnic demographics.	TEACH ES recruited and hired appropriately credentialed teachers.		$0 – See Action 1

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 2: Basic (Conditions of Learning) — Pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119: TEACH ES will provide appropriate, standards-aligned (including CA CCSS and the academic content and performance standards) textbooks/curriculum materials.	TEACH Elementary School purchased the following Core Curriculum: • **McGraw Hill: ELA & Math** • **180 Days of Science** • **180 Days of Social Studies** • **Super Teacher Worksheets** • **Instructional materials**		

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 2: Basic (Conditions of Learning) — Pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119: TEACH ES will review alignment of instructional materials to standards.	This action is a duplicate of Action 4		$0 Duplicate action

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 2: Basic (Conditions of Learning) — Pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119: TEACH ES will maintain an annual inventory of instructional materials and respective purchase of materials.	TEACH ES Principal maintained annual inventory of instructional materials.		$0 Duplicate action

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 2: Basic (Conditions of Learning) — Pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119: TEACH ES budget will be reviewed every year to ensure adequate budget for instructional materials is in place.	TEACH ES Principal has reviewed the annual budget to ensure adequate budget for instructional materials were in place.		$0 Duplicate action

Action 8

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 1: Basic (Conditions of Learning) — School facilities are maintained in good repair pursuant to Education Code section 17002(d): TEACH ES facilities will be maintained and cleaned by TEACH ES custodial staff. PERSONNEL: 1 FTE CAMPUS & FACILITIES AIDE	TEACH ES **leases** its facility; and has completed a Facility Inspection Tool (FIT) Report. Our school has made **repairs** and incurred **expenses for maintenance**; and **contracts janitorial services.** **Classroom and office furniture** was purchased this year as the initial year of operation for the school		

Action 9

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 1: Basic (Conditions of Learning) — School facilities are maintained in good repair pursuant to Education Code section 17002(d): TEACH ES will do annual and monthly facility inspections to screen for safety hazards.	The FIT report was completed.		$0 Duplicate action

Action 10

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 1 Outcome 1: Basic (Conditions of Learning) — School facilities are maintained in good repair pursuant to Education Code section 17002(d): TEACH ES will utilize Site Inspection Lists and provide daily general cleaning and spot checks by custodial staff.	This action is a duplicate of Action 8		$0 Duplicate action

Action 11

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 2 Outcome 1: State Standards (Conditions of Learning) — Implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners: TEACH ES will participate in ongoing professional development on the implementation of CCSS and new CCSS-aligned assessments.	TEACH Prep ES provided all teachers with evidence-based professional development on the following topics/areas: • **Overcoming Obstacles** • SPED Training: Led by LAUSD • Character Pillars • **Whole Child Approach** • **Illuminate SIS/DNA training** • Strategies for Accommodations & Modifications • **EL: Strategies for teaching English Learners** • **Pacing Guides** • **PBL World: Buck Institute** • **Readers & Writer's Workshop** • **ELPAC Academy** • How to deal with Behavior Intervention: LAUSD In addition, the Principal attended the following conferences: • **CCSA** • **National Charter Schools**		

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
	Conference		

Action 12

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 2 Outcome 1: State Standards (Conditions of Learning) — Implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners: TEACH ES will provide CCSS-aligned ELA and math instruction using integrated and designated ELD instructional strategies to all students, including ELs.	TEACH Prep ES classroom teachers (Goal 1, Action 1) provide both designated and integrated ELD daily for 40 minutes. This year 4 students were IFEP; out of 36 ELL students. The Principal and teachers will review ELPAC Summative results once the CDE releases the reports to assess students for reclassification and/or intervention.		$0 Duplicate Action

Action 13

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 2 Outcome 1: State Standards (Conditions of Learning) — Implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners: TEACH ES will provide PD to teachers examining CAASPP/SBAC, NWEA MAPs, SBAC Interims and other state and internal assessment scores, into reports and regularly review progress to build on our data driven decision making.	TEACH Prep ES is in its first year of operation and currently serves grades TK-1; therefore no students will be assessed using CAASPP until Spring 2021. Our students were assessed using NWEA MAP (ELA & Math); and Dibels. This action includes costs for: • NWEA MAP • Dibels		

Action 14

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 7 Outcome 1: Course Access (Conditions of Learning) — Pupil enrollment in a broad course of study that includes all of the subject areas (ELA, Math, Science, Social Science, Arts, Technology and P.E.) described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable: TEACH ES will ensure all academic areas will be available to all students, inclusive of all subgroups, and all grades. PERSONNEL: 1 FTE PRINCIPAL	All students had access to all core subjects. The Principal was identified in Goal 1, Action 1.		$0 Duplicate Action

Action 15

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 7 Outcome 1: Course Access (Conditions of Learning) — Pupil enrollment in a broad course of study that includes all of the subject areas (ELA, Math, Science, Social Science, Arts, Technology and P.E.) described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable: TEACH ES will provide 1:1 technology (Chromebook/tablets) for grades 3-5 and carts/classroom computer lab for TK/K-2 students (2:1 ratio) to ensure access to web resources and curriculum tools.	TEACH Prep Elementary School purchased the following technology devices: • **40 Chromebooks** • **60 iPads** • **Laptops for teachers** • **Laptop charging cards** • **Wifi Hotspots** • **Projectors/Elmos** • **Wiring (infrastructure upgrades) for Bungalows** • **Subscription to Illuminate Data test bank** • **PowerSchool Student Information System** • **IT Tech Support** for installation of all devices and to ensure compatibility for all web-based resources.		

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented with fidelity. Several actions/services were repetitive/duplicates.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

This is the initial year of operation for TEACH Prep Elementary School. Most expenses were start-up expenses incurred.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The 2018-19 LCAP did not have any budgeted expenditures reported for each of the actions/services. However, all actions were accounted for and took place.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Prep Elementary School will revise LCAP Goal #1, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; and will provide budgeted expenditures for each. As a school in its first year of operation serving grades TK-1, our school does not have a CA Schools Dashboard. LCAP Goal #1 will be changed to "Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure

alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement." All actions/services and AMO's will align with this newly developed LCAP Goal.

Goal 2

Every TEACH ES student will have the right to a rigorous, data-driven, college-preparatory instructional program with technology integration and project-based learning opportunities.

State and/or Local Priorities addressed by this goal:

State Priorities: 4, 8

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Scale scores and proficiency/growth targets for all students, including all numerically significant student subgroups, in ELA and Math on the CAASPP assessment system based on prior year data. Internal assessment data goals include Schoolwide and all significant subgroups will meet or exceed targets for growth in ELA and Math as evidenced by internal diagnostic assessments such as NWEA MAPs, DIBELs, ELPAC, and standards and curricular based internal assessments.	TEACH Prep Elementary School served grades TK-1 in the 2018-19 school year; and will serve grades TK-3 in the 2020-21 school year. NWEA MAP, Dibels were administered and serve as a baseline assessment this year and will be reported in the Analysis section of this LCAP Goal. ELPAC Initial Assessment was administered and 4 students were IFEP. ELPAC Summative Assessment was administered Spring 2019; and results will be reported Summer 2019.
EL proficiency rates will meet or exceed the rates of LAUSD averages as demonstrated on ELPAC assessments.	Spring 2019 ELPAC Summative Results are pending.
EL reclassification rates; EL student progress towards reclassification and academic progress include: ELPAC score of a "3" or "4", report card grades of "3's" or "4's" in the English Language Arts and Mathematics, Teacher recommendation, review documentation of individual conferences and meetings. When an EL student reaches these goals, a recommendation for reclassification is made. Instructional staff and parent will meet for the reclassification process and make	Spring 2019 ELPAC Summative Results are pending. Therefore, per CDE Reclassification guidelines, EL students will be identified for reclassification once Spring 2019 ELPAC Summative results are reported.

Expected	Actual
recommendations for reclassification. The child will be designated as Reclassified Fluent English Proficient (RFEP).	
% of students with access to hands-on/PBL and tech-based learning; teacher PD logs/receipts; materials inventory lists and receipts; teacher lesson plans; classroom observations: 100%	2018-19: 100% of students in grades TK-1 had access to hands-on/PBL and tech-based learning. This was verified by the school principal during classroom observations and walkthroughs.
Physical Fitness Test (PFT) Results: (Grade 5)	TEACH Prep Elementary School served grades TK-1 in the 2018-19 school year; and will serve grade 5 in 2022-23.
CA Science Test: Grade 5	TEACH Prep Elementary School served grades TK-1 in the 2018-19 school year; and will serve grade 5 in 2022-23.

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 1: Pupil Achievement (Pupil Outcomes) — Performance on standardized tests and overall schoolwide assessments such as the new state dashboard (or whatever comparable metrics are developed to replace API/AYP): TEACH ES will provide highly qualified instructional personnel to implement high quality instruction with continuous monitoring by the Principal and central office personnel.	This action is a duplicate of Goal 1, Action 1 – for school personnel. The TEACH Central Office oversees the school.		$0 Duplicate action

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 1: Pupil Achievement (Pupil Outcomes) — Performance on standardized tests and overall schoolwide assessments such as the new state dashboard (or whatever comparable metrics are developed to replace API/AYP): TEACH ES will provide comprehensive professional development to support student achievement.	This action is a duplicate of Goal 1, Action 11 – for Professional Development.		$0 Duplicate action

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 1: Pupil Achievement (Pupil Outcomes) — Performance on standardized tests and overall schoolwide assessments such as the new state dashboard (or whatever comparable metrics are developed to replace API/AYP): TEACH ES will analyze CAASPP/SBAC, NWEA MAPs, SBAC Interim and other state and internal assessment scores monthly to review progress towards annual targets.	TEACH Prep Elementary School served grades TK-1 in the 2018-19 school year; and will serve grades TK-3 in the 2020-21 school year. NWEA MAP, Dibels (identified in Goal 1, Action 13) were administered and serve as a baseline assessment this year and will be reported in the Analysis section of this LCAP Goal. ELPAC Initial Assessment was administered and 4 students were IFEP. ELPAC Summative Assessment was administered Spring 2019; and results will be reported Summer 2019.		$0 Duplicate Action

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 2: Pupil Achievement (Pupil Outcomes) — Share of English learners that become English proficient (also see Priority 4 Outcome 1): TEACH ES will implement the LAUSD EL Master Plan.	TEACH Prep Elementary School reviewed and revised the EL Master Plan in collaboration teachers, and student achievement data, that aligned to the CDE's reclassification guidelines, and ELPAC results.		$0

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 2: Pupil Achievement (Pupil Outcomes) — Share of English learners that become English proficient (also see Priority 4 Outcome 1): TEACH ES will provide high qualified and experienced teachers with appropriate EL authorization who will continuously monitor instruction and achievement of ELs.	All teachers have appropriate credentials and EL authorizations. This action is a duplicate of Goal 1, Action 1.		$0 Duplicate Action

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 2: Pupil Achievement (Pupil Outcomes) — Share of English learners that become English proficient (also see Priority 4 Outcome 1): TEACH ES will identify English Learners by proficiency level, ensure integrated and designated ELD instruction is aligned to the new ELD standards, and monitor student progress in program implementation.	This action is a duplicate of Goal 1, Action 12.		$0 Duplicate Action

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 2: Pupil Achievement (Pupil Outcomes) — Share of English learners that become English proficient (also see Priority 4 Outcome 1): TEACH ES will provide professional development related to EL support, including ELPAC training and redesignation criteria.	This action is a duplicate of Goal 1, Action 12.		$0 Duplicate Action

Action 8

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 2: Pupil Achievement (Pupil Outcomes) — Share of English learners that become English proficienct (also see Priority 4 Outcome 1): TEACH ES will ensure re-designated ELs will continue to be supported via a multi- tiered system including support for struggling readers.	This action is a duplicate of Goal 1, Action 12.		$0 Duplicate Action

Action 9

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 3: Pupil Achievement (Pupil Outcomes) — English learner reclassification rate (also see Priority 4 Outcome 2): TEACH ES budget will be reviewed every year to ensure adequate budget for appropriate EL instructional materials is in place.	This action is a duplicate of Goal 1, Action 12.		$0 Duplicate Action

Action 10

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 4 Outcome 3: Pupil Achievement (Pupil Outcomes) — English learner reclassification rate (also see Priority 4 Outcome 2): TEACH ES will add additional supports for our EL students through exam preparation, differentiation, teacher coaching, and additional tutoring to meet EL student instructional needs. PERSONNEL: 1 FTE PROGRAM ASSISTANT 2 PTE INSTRUCTIONAL ASSISTANTS	TEACH Prep Elementary School employed **2 Instructional Aides** to provide academic support for students in grades TK-1.		$0 Duplicate Action

Action 11

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 8 Outcome 1: Other Pupil Outcomes (Pupil Outcomes) — Measures of student performance that are not included in the state's standardized tests: TEACH ES will offer all students, including all subgroups, a broad course of study that includes engaging, hands-on, project- based experiences with technology and arts integration.	TEACH Prep Elementary School teachers integrated Art across disciplines through hands-on/project-based learning instructional model.		$0 Duplicate Action

Action 12

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 8 Outcome 1: Other Pupil Outcomes (Pupil Outcomes) — Measures of student performance that are not included in the state's standardized tests: TEACH ES will provide professional development to teachers on integrating hands-on/project-based learning and tech integration across the curriculum.	This action is a duplicate of Goal 1, Action 11.		$0 Duplicate Action

Action 13

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 8 Outcome 1: Other Pupil Outcomes (Pupil Outcomes) — Measures of student performance that are not included in the state's standardized tests: TEACH ES will provide resources, time and materials for all students to engage in meaningful, hands-on/project-based learning and online/tech-integrated learning.	This action is a duplicate of Goal 1, Action 4 – Curricular and Instructional materials.		$0 Duplicate Action

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions/services were implemented with fidelity. Most actions/services were repetitive/duplicates and were labeled as such.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

This is the initial year of operation for TEACH Prep Elementary School. Most expenses were start-up expenses incurred.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The 2018-19 LCAP did not have any budgeted expenditures reported for each of the actions/services. However, all actions were accounted for and took place.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Prep Elementary School will revise LCAP Goal #2, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; and will provide budgeted expenditures for each. As a school in its first year of operation serving grades TK-1, our school does not have a CA Schools Dashboard. LCAP Goal #2 will be changed to "Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to

academic, social-emotional, and/or behavioral supports to increase student engagement." All actions/services and AMO's will align with this newly developed LCAP Goal.

Goal 3

TEACH ES will foster parent, community and student engagement in school life and high rates of stakeholder satisfaction.

State and/or Local Priorities addressed by this goal:

State Priorities: 3, 5, 6

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
# of parents attending 2+ events annually: Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2- 3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	TEACH Prep Elementary School is in its initial year of operation and does not have “previous year” data. Parents attending events are not necessarily an indicator of effective parent involvement and engagement. However, all parents attended parent-teacher conferences this year.
Analysis of attendance, Sign In sheets, consistent membership: Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2- 3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	TEACH Prep Elementary School is in its initial year of operation and does not have “previous year” data. Parents attending events are not necessarily an indicator of effective parent involvement and engagement. However, all parents attended parent-teacher conferences this year.
Attendance and chronic absenteeism rates: Maintain an ADA rate of > 95%	2018-19 Attendance Rate: Pending as the school year is not over. 2018-19 Chronic Absenteeism Rate: Pending as the school year is not over.
% of student suspensions (suspension rate that is < 1%): Maintain a suspension rate that is < 5%	2018-19 Suspension Rate: Pending as the school year is not over.
% of student expulsions (expulsion rate that is < 0.5%): Maintain an	2018-19 Expulsion Rate: Pending as the school year is not over. Currently

Expected	Actual
expulsion rate that is < 1%	no students have been expelled.
% of participation in school climate survey and survey results: Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2- 3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	TEACH Prep Elementary School is in its initial year of operation and does not have “previous year” data. Parents attending events are not necessarily an indicator of parent involvement and engagement.
Annual Staff Survey & Participation rate:	Staff survey was administered but only 2 staff members completed the survey.
Annual Student Survey & Participation rate:	Student survey results are pending
Annual Parent Survey & Participation rate:	2018-19: 46 parents participated • Q: When asked what is the best method to communicate with parents. A: 46% responded by Text message; 29% responded by phone. • Q: When your child is absent from school, what are the primary reasons? A: 50% responded as sick/ill; 15% responded with “other” such as death in the family, court, or travelling outside of CA. • Q: How can our school encourage parents to become involved at the school? A: 40% responded by providing parent workshops (how to use technology, dealing with child’s behavior, college readiness); 27% responded Ongoing parent-team conferences to discuss academic progress.

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 3 Outcome 1: Parental Involvement (Engagement) — Efforts to seek parent engagement and input in decision making: TEACH ES will engage parents in a series of relevant and interesting workshops related to their child's success. PERSONNEL: 1 FTE FAMILY SUPPORT LIAISON POSITION	TEACH Prep Elementary School did not hire a Family Support Liaison, however the Principal took on this role. This year the following took place in engage parents to our school and participate in schoolwide events: • Parent Potluck and Meetings to discuss resources (insurance, health care, accessing social-emotional counseling) • Workshops: How to support your child in Literacy: Reading strategies; Impact of absences on student achievement. • Hosted parent/student orientation • Parent/teacher conferences took place twice this year • **Parent Square** was used by school staff to communicate with families. • Parent survey was administered to gather input/feedback on our school's program, school connectedness and safety. • ELAC was developed and meetings took place.		

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Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 3 Outcome 1: Parental Involvement (Engagement) — Efforts to seek parent engagement and input in decision making: TEACH ES will maintain school website as a communication tool for the community.	TEACH Prep Elementary School has a **school website** that is updated regularly to inform families, students and prospective families.		

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 3 Outcome 1: Parental Involvement (Engagement) — Efforts to seek parent engagement and input in decision making: TEACH ES will communicate the most important website items via a monthly newsletter (translated into Spanish and other languages as necessary) that is sent home via a hardcopy. PERSONNEL: 1 FTE OFFICE MANAGER	Our school's **Office Manager** translates all materials to Spanish, as this is the only language identified other than English per Home Language Survey.		

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 3 Outcome 2: Parental Involvement (Engagement) — Efforts to seek parent engagement and input in decision making: TEACH ES will establish a School Site Council that will be promoted, and supported to be fully operational and self- sustaining, and an ELAC (if more than 21 EL students are enrolled) to advise on the EL program.	TEACH Prep Elementary School has established a School Site Council (SSC) and English Language Advisory Committee (ELAC); with elected parent, staff, teachers represented. Meetings are facilitated by the school's Principal.		$0

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 5 Outcome 1: Pupil Engagement (Engagement) — School attendance rates and chronic absenteeism: TEACH ES parent outreach and communications will continue to stress the importance of attendance and arriving at school on time each day.	This action is a duplicate of Goal 3, Action 1. This topic was discussed in parent meetings and workshops.		$0 Duplicate Action

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 5 Outcome 1: Pupil Engagement (Engagement) — School attendance rates and chronic absenteeism: TEACH ES's Family Support Liaison, Office Manager, Principal and Teachers will help improve attendance and decrease habitual truants through home calls, meetings with students and families, and positive reinforcement incentives.	In order to improve student attendance, the Principal met with parents, issued letters, and called parents to address attendance issues, academics, and behavior. In addition, the school established Fun Fridays, and a Monthly Award Assembly where students were recognized and the Character Pillar of the Month was introduced.		$0 Duplicate Action

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 6 Outcome 1: School Climate (Engagement) — Pupil suspension rates: TEACH ES will maintain a low suspension rate that is < 5% by providing training and support for our Essence of Commitment and Overcoming Obstacles curriculum and restorative justice practices.	This action is a duplicate of Goal 3, Action 1. Each month a new Character Pillar is introduced and discussed. Teachers embed these pillars in daily instruction. This year, in order to provide all students and staff with a safe learning environment our school has implemented the following: • **Security** • **Uniforms (students)** • **Safe Passage** • **Contracted nursing services** to conduct vision testing • **Campus Aide - supervision**		

Action 8

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 6 Outcome 1: School Climate (Engagement) — Pupil suspension rates: TEACH ES will maintain a low suspension rate that is < 5% by establishing classroom management procedures, fostering positive relationships, and helping create an atmosphere of trust, respect, and high expectations.	This action is a duplicate of Goal 3, Action 1.		$0 Duplicate Action

Action 9

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 6 Outcome 2: School Climate (Engagement) — Pupil expulsion rates: TEACH ES will maintain a low expulsion rate that is < 0.1% by providing training and support for our Essence of Commitment and Overcoming Obstacles curriculum and restorative justice practices.	This action is a duplicate of Goal 3, Action 1.		$0 Duplicate Action

Action 10

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 6 Outcome 2: School Climate (Engagement) — Pupil expulsion rates: TEACH ES will maintain a low expulsion rate that is < 0.1% by establishing classroom management procedures, fostering positive relationships, and helping create an atmosphere of trust, respect, and high expectations.	This action is a duplicate of Goal 3, Action 1.		$0 Duplicate Action

Action 11

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Priority 6 Outcome 3: School Climate (Engagement) — Other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness: TEACH ES will implement annual surveys to assess stakeholder satisfaction.	TEACH Prep Elementary School administered the Youth Truth Parent Survey and results will serve as a baseline.		

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

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Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

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Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Prep Elementary School will revise LCAP Goal #3, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; and will provide budgeted expenditures for each. As a school in its first year of operation serving grades TK-1, our school does not have a CA Schools Dashboard. LCAP Goal #3 will be changed to "Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all." All actions/services and AMO's will align with this newly developed LCAP Goal.

Stakeholder Engagement

LCAP Year: **2019-20**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Comment [1]: Sharon – please send

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

Comment [2]: Sharon – please send

Goals, Actions, & Services

Strategic Planning Details and Accountability

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.

State and/or Local Priorities addressed by this goal:

State Priorities: 1,2,7,8

Local Priorities: 1,2,7

Identified Need:

There is a need to strengthen pedagogical strategies to address the diverse learning needs of our students who have significant learning gaps starting at grades TK-K. In order to accomplish this, our school will provide all teachers with a robust evidence-based professional development program and provide ongoing coaching and support.

Expected Annual Measurable Outcomes

<table>
<tr><th>Metrics/Indicators</th><th>Baseline</th><th>2017-18</th><th>2018-19</th><th>2019-20</th></tr>
<tr><td>Percentage of Teachers who are appropriately credentialed & assigned: 100%</td><td colspan="2">N/A*</td><td>100%</td><td>100%</td></tr>
<tr><td>Percentage of students with access to standards aligned instructional materials: 100%</td><td colspan="2">N/A*</td><td>100%</td><td>100%</td></tr>
<tr><td>Implementation of SB-adopted academic content & performance standards for all students including EL access to CCSS & ELD Standards.</td><td colspan="2">N/A*</td><td>
<table>
<tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr>
<tr><th></th><th>2018-19</th></tr>
<tr><td>ELA</td><td>3</td></tr>
<tr><td>ELD</td><td>3</td></tr>
<tr><td>MATH</td><td>3</td></tr>
<tr><td>NGSS</td><td>2</td></tr>
<tr><td>HISTORY</td><td>3</td></tr>
<tr><td>PE</td><td>3</td></tr>
</table>
</td><td>
<table>
<tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr>
<tr><th></th><th>2019-20</th></tr>
<tr><td>ELA</td><td>4</td></tr>
<tr><td>ELD</td><td>4</td></tr>
<tr><td>MATH</td><td>4</td></tr>
<tr><td>NGSS</td><td>3</td></tr>
<tr><td>HISTORY</td><td>4</td></tr>
<tr><td>PE</td><td>3</td></tr>
</table>
</td></tr>
<tr><td>Percentage of students including Unduplicated Pupils and Students with Disabilities, with access to and enrolled in a broad course of study: 100%</td><td colspan="2">N/A*</td><td>100%</td><td>100%</td></tr>
<tr><td>Percentage of grade 5 students who meet 6 of 6 Healthy Fitness Zones (HFZ) on the Fitnessgram:</td><td colspan="4">Not applicable. TEACH Prep Elementary will serve grade 5 in 2022-23 school year</td></tr>
</table>

Note: "*" TEACH Prep Elementary School is a newly established charter school in operation as of 2018-19 school year.

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>STAFF TO SUPPORT SCHOOL'S PROGRAM</u> TEACH Prep Elementary School will employ **7 teachers** that are appropriately credentialed and assigned teachers and a **School Director** to

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services

serve grades TK-2.

TEACH Prep ES will provide an instructional program that includes a longer school year and longer school day and total instructional minutes that exceed the CA State requirement as outlined in the following chart below.

INSTRUCTIONAL TIME REQ.			
	DAYS	TK/K	GR 1
CA REQURED:	175	36,000	50,400
TEACH PREP ES	185	63,735	63,735
DIFFERENCE	+10	+27,775	+13,335

Our school will offer 185 instructional days; that includes 27,775 additional instructional minutes for grades TK/K, additional 13,335 instructional minutes for grades 1-2.

Teachers will participate in 2 weeks of Summer Professional Development, (4) additional non-instructional days during the academic year for professional development and data analysis, and weekly professional development during the academic school year. Additionally, teachers will provide 1.5-2 hours of tutoring services weekly after-school.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		PROFESSIONAL DEVELOPMENT TEACH Prep Elementary School provides all teachers with evidence based professional development aligned to the CA State Standards, school's mission and educational program and targeted to meet the needs of our students. The focus this year will primarily

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		include the following topics: • **Standards-based Grading** (Insight) • Understanding & Analyzing NWEA MAP Assessments • **ELD Standards (CABE)** • Instructional strategies for SWD; Modifications and Accommodations (SELPA) • Teaching the Whole Child • **Project-based Learning: Buck Institute** • **Writer's Workshop: UCLA** • McGraw-Hill Curriculum • **Classroom Management: Charter Safe** • **Classroom Safety Training: Charter Safe** • **Teacher Induction** Costs: To maintain appropriately credentialed teachers and increase teacher retention In addition, members of our staff will be provided with the opportunity to attend conferences, and workshops that include: • **CCSA Conference** • **ELPAC/CAASPP Training** • **LCAP/CA Dashboard**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Costs for **substitute teachers** used when teachers attend workshops and/or professional development.

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>COURSE ACCESS:</u> In order to prepare all students for the careers of the 21st century, it is critical that our school provide students with access to a broad course of study (ELA, Math, science, history) including **Arts Integration (Master Arts Program).**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		According to a meta-analysis study of the impact of the Arts in Learning, conducted by UCLA, found that students in high arts involvement performed better in standardized assessments than students in low arts involvement. Learning experiences in the arts contribute to the development of academic skills, including the areas of reading and language development and mathematics. Children learning to read and write must also be able to associate letters, words and phrases with sounds, sentences and phrases.

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		CORE CURRICULUM TO BE PURCHASED: Every student has access to standards-aligned curriculum. TEACH Prep Elementary School will purchase the following curriculum: • **ELA: McGraw-Hill** • **Lucy Calkins Units of Study: Writer's**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Workshop series • **TCI Social Studies** • **Math** • **Science FOSS Kits** • **ELA Consumables** • **Social Studies Consumables** • **Math Consumables** • **Science Consumables**

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Continue Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.

State and/or Local Priorities addressed by this goal:

State Priorities: 4,5,6

Local Priorities:

Identified Need:

There is a need to use data to measure student progress, measure program efficacy and identity the academic, social-emotional and/or behavioral needs of our students as part of our MTSS Implementation.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Annual Growth on ELA CAASPP Distance from Standard (DFS)	Not Applicable. TEACH Prep Elementary will serve grade 3 in the 2020-21 school year.			
Annual Growth on MATH CAASPP Distance from	Not Applicable. TEACH Prep Elementary will serve grade 3 in the 2020-21 school year.			

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Standard (DFS)				
% of EL who progress in English Proficiency as measured by ELPAC (Summative)	N/A*		Spring 2019 ELPAC results will serve as a baseline**	Will establish annual growth target once results are reported.
Increase English Learner reclassification rate as measured by ELPAC (Summative)	N/A*		ELPAC results – Pending**	Will establish annual growth target once results are reported
Increase Attendance Rates to >95%	N/A*		ADA rate – pending**	>95%
Decrease Chronic Absenteeism rates to 10%	N/A*		Chronic absenteeism rate – pending**	Will establish annual growth target once results are reported
Maintain Suspension Rate: <2%	N/A*		Suspension Rate- pending**	<2%
Maintain Expulsion Rate: <1%	N/A*		Expulsion Rate - pending**	<1%

Note:

"*" TEACH Prep Elementary School is a newly established charter school in operation as of 2018-19 school year.

"" Results are pending as the 2018-19 school year has not ended and CALPADS EOY report has not yet been submitted/certified**

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MULTIPLE TYPES OF ASSESSMENTS: TEACH Prep Elementary School staff will implement multiple types of assessments, in order to monitor each student's: academic

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		progress; identify their strengths and needs in order to modify instruction; and identify the type of academic intervention needed. • **NWEA MAP:** Reading & Math: Grades K-2 (3 times/year) – academic universal screener • **Dynamic Indicators of Basic Early Literacy Skills (DIBELS)** – assesses acquisition of literacy skills, such as phonemic awareness, alphabetic principle, accuracy & fluency, vocabulary & comprehension • State-mandated: ELPAC: Initial & Summative for ELL

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		STAFFING, SERVICES & PROGRAM TO SERVICE ELLSTUDENTS: The Principal and Leadership Team will review and revise the EL Master Plan to align with the ELPAC; CDE/SBE Reclassification criteria, and ELD curriculum (in order to ensure that all ELs

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		receive appropriate, adequate and targeted designated and integrated ELD instruction across all grade levels. Our Leadership Team will **research and evaluate ELD curriculum** for adoption. In addition, our school will employ an **EL Instructional Assistant** will provide push-in and/or pullout academic support for EL.

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
Students with Disabilities	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>STAFFING, SERVICES & PROGRAM TO SERVICE SWD STUDENTS:</u> The **RSP Teacher/SPED Coordinator** will be responsible for developing; implementing and monitoring quality student-centered Individual Education Plans (IEPs) including documentation

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		and adherence to requirements and timelines, **staffing and contracted services.** TEACH Prep Elementary School's program will provide improved outcomes and close the achievement gap for students with disabilities, and will coordinate, design, and provide for specialized and age-appropriate programs, services and supports for students. Program services will include providing Special education teachers, Instructional Assistants and support staff. Our RSP Teacher/SPED Coordinator and/or SELPA Provider will provide quality professional development opportunities for both certificated and classified staff to build capacity in providing high quality instructional opportunities for students with disabilities and administrator support training focused on understanding and leading high quality Individual Education Plans (IEPs) and translating those IEPs into high quality rigorous instruction for students with disabilities.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			

Year	2017-18	2018-19	2019-20
Source			
Budget Reference			

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MTSS: STAFFING, SUPPLEMENTAL CURRICULUM, & PROGRAMS TO PROVIDE ACADEMIC INTERVENTION & SUPPORTS: TEACH Prep Elementary School will align academic interventions to core instruction; and grade level content to ensure all students

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		including unduplicated students, are on track towards grade level mastery, in order to narrow any achievement gaps. The Principal will provide our teachers with instructional coaching of evidence-based pedagogical strategies, through classroom observations and provide ongoing feedback. Our school will employ an **Instructional Assistant** to provide academic support and/or intervention in the classroom. Our students will have access to and utilize the following supplemental programs and web-based intervention programs: • **Fountas & Pinnell Leveled Libraries** • **Accelerated Reader** • **Edgenuity/Path Blazer Intervention:** will be used in conjunction with NWEA MAP Assessments to differentiate instruction for students, which provides personalized intervention in reading and math. .

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			

Year	2017-18	2018-19	2019-20
Source			
Budget Reference			

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MTSS: STAFFING, SUPPLEMENTAL CURRICULUM, & PROGRAMS THAT PROVIDE SOCIAL-EMOTIONAL/BEHAVIORAL SUPPORT/INTERVENTION: TEACH Prep Elementary School will be in its

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		initial year of MTSS Implementation and will administer **Panorama Surveys** that will be used as a social-emotional universal screener. Our entire staff will receive training from LACOE on **Positive Behavioral Interventions & Supports** and develop strategies to encourage positive behavior, and self-regulation to ensure a safe learning environment for all students. Our school will use **Kickboard,** a tool for teachers and administrators to collect, analyze and share data regarding their students' academic and behavioral performance; which includes grades, standards mastery, reading growth, prescribed interventions, rubric observations, attendance, student behavior and character strengths. Our school has developed a partnership with Hope Street/Dignity Care, that provides social-emotional counseling for our students (referral basis).

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			

Year	2017-18	2018-19	2019-20
Source			
Budget Reference			

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
[	

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>TECHNOLOGY</u> TEACH Prep Elementary School will implement a 1:1 student to device ratio schoolwide. The Principal and **IT Specialist** will conduct an annual needs assessment based on technology needs and annual grade level growth of our

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		school. For the upcoming year, the following purchases are projected: • **Laptops for teacher/staff** • **Promethean Board for each classroom** • **Chromebook Laptops and Charging Cart** • **Projectors** • **Document Readers**

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MTSS: STAFFING, PROGRAMS, STRATEGIES & ACTIVITIES TO PROMOTE A POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & ENSURE A SAFE SCHOOL ENVIRONMENT: TEACH Prep Elementary School educational

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		program will provide all students with an engaging learning experience, and a safe, positive school climate and learning environment through the implementation of the following: • Provide students with experiential learning opportunities through **field trips** aligned to the content standards. • Host student-led conferences • Host schoolwide Monthly Assemblies to recognize students for: Attendance, Academic Achievement, and exuding the Character Traits and discuss/present on issues pertaining to school climate/school culture including bullying. • Host schoolwide weekly "Way to Go" Wednesday – morning huddle to build positive school culture and positive relationships. • **Campus Aide** will provide supervision during the academic day and after school. • Contract **nursing services** for health screenings: Vision, hearing, etc. • Review and revise the school's Comprehensive School Safety Plan and

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		make necessary purchases including: **emergency supplies and equipment.**

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all.

State and/or Local Priorities addressed by this goal:

State Priorities: 1,3,6

Local Priorities: 3,6

Identified Need:

There is a need to strengthen parent involvement and engagement to improve student academic outcomes, school connectedness and safety.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Administer Facility Inspection Tool (FIT): Score Good or Exemplary	N/A*		Good	Good or Exemplary
Parents will have input in decision-making (including Unduplicated students, and Students with Disabilities: School Site Council (SSC): Outcome Met	N/A*		Outcome Met See Action 1	Outcome Met See Action 1

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Provide opportunities for parent participation for families including Unduplicated students, and Students with Disabilities: Outcome Met	N/A*		Outcome Met See Action 2	Outcome Met See Action 2
Increase participation rate on parent survey on the sense of safety and school connectedness.	N/A*		46 parents Approx. 58%	65%
Increase participation rate on student survey on the sense of safety and school connectedness.	N/A*		Not administered	90%
Increase participation rate on staff survey on the sense of safety and school connectedness.	N/A*		2 staff	90%

Note: "*" TEACH Prep Elementary School is a newly established charter school in operation as of 2018-19 school year.

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		METHODS BY WHICH PARENTS PARTICIPATE IN DECISION-MAKING: In order to promote and elicit parent input in decision-making, TEACH Prep Elementary

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		School will host and facilitate SSC, and ELAC Meetings during the school year with annual elections to include parents, staff and teachers. TEACH Prep Elementary School will continue to adhere to the requirements of AB716, and the school's LCAP will serve as its School Plan for Student Achievement (SPSA). During the school year SSC and ELAC will provide input/feedback on the LCAP Actions/services and monitor annual measurable outcomes. This is an opportunity for parents and community members to provide input on student programs and the allocation of Title funds.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION AND COMMUNITY OUTREACH:</u> As part of TEACH Prep Elementary School's Initial implementation of MTSS our school staff and **Parent Coordinator** will partner with

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		parents (including unduplicated pupils and Students with Disabilities) to support student achievement. Parent engagement opportunities will include: • Hosting **Parent education workshops** on a multitude of issues including but not limited to: Attendance/chronic absenteeism; Understanding & Deciphering ELPAC results, etc. • Communicating with families using **Parent Square** • Hosting **Coffee with the Principal**: to provide updates on upcoming events, issues and forum for parents to provide input. • Obtaining input and feedback from parents via annual parent survey. • Translation services will be available at all parent meetings, schoolwide events, and upon request. • Maintain **school's website** to communicate with students/families • Subscribe to **School Mint** – online school enrollment/registration forms The Director of Schools Development will be in charge of student recruitment, community outreach, developing partnerships with

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		community based organizations and implementing activities that promote a positive school culture.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		FACILITIES TEACH Prep Elementary School strives to provide a safe, clean, and well-maintained school site for all students and staff. In order to

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		accomplish this the following will take place: • **Acquisition of new facility site & relocation expenses** • **Classroom furniture for new site** • **Facility leasing expenses** • **Facility maintenance, repairs and janitorial staff** • Administer annual FIT Report

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$	%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

2019-20

The following improved actions and services are principally directed towards unduplicated pupils and funded using Supplemental & Concentration Funds.

2018-19

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School ("TEACH Prep ES") is predominately composed of unduplicated students. Therefore, any new addition or adjustment to the current educational program directly benefits unduplicated students.

Goals 1 - 3: As we are an educational program which continues to evolve, all actions in all goals have some expenditures which increase and improve services for unduplicated students. However, not all expenditures in an action improve services rather some simply continue existing services. The current structure of the plan only allows us to select whether an action improves services. This means that this plan shows that all

expenditures under an action increase services for unduplicated students. when that is not actually the case. The specific increases/improves within each service is present at a more granular level with the addition or extension of specific expenditures.

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

California School Dashboard: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
TEACH Academy of Technologies	**Greg Perez, Principal**	**gperez@teachps.org** **323-872-0809**

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

TEACH Academy of Technologies is the first public charter school operated by TEACH Public Schools. TEACH Public Schools' mission is to create a high quality, innovative teaching and learning environment that focuses on literacy, integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students. Our vision is to reach students of all backgrounds by teaching the entire child, which includes the social, physical, emotional and intellectual needs of the student. TEACH Public Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning.

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

TEACH Academy of Technologies was recently identified for Additional Support and Improvement (ATSI) based on the Fall 2018 CA Schools Dashboard. This resulted in our school developing a Comprehensive Needs Assessment, Root Cause Analysis and Equity Report to identify our school's strengths, areas of need and address achievement gaps.

As a result, the following LCAP was developed with the input of multiple stakeholders comprised of school staff (teachers, paraprofessionals, SPED Team, EL Interventionist), parents, and students. As a result our school

have moved towards establishing a Multi-tiered System of Supports (MTSS). MTSS provides a basis for understanding how educators can work together to ensure equitable access and opportunity for all students to achieve the Common Core State Standards (CCSS). MTSS is an integrated, comprehensive framework that focuses on CCSS, core instruction, differentiated learning, student-centered learning, individualized student needs and the alignment of systems necessary for all students/ academic, behavioral, and social success. MTSS offers the potential to create needed systematic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students.

Based on our school's Fall 2018 CA School Dashboard, an analysis of multiple forms of data; input from stakeholders, our LCAP Goals have been revised, to read as follows:

- GOAL #1: Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.

- GOAL #2: Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.

- GOAL #3: Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

TEACH Academy of Technologies is proud of its performance for the Suspension Rate Indicator; and the Local Indicators, which were all "Met." The following is our school's Fall 2018 CA School Dashboard.

FALL 2018 CA DASHBOARD: TEACH ACADEMY OF TECHNOLOGIES				
	CHRONIC ABSENTEEISM	SUSPENSION RATE	ELA	MATH
ALL STUDENTS	RED	BLUE	ORANGE	RED
ENGLISH LEARNERS	RED	BLUE	RED	RED
SOC. ECON DISADV.	RED	BLUE	ORANGE	RED
AFRICAN-AMERICAN	RED	BLUE	RED	RED
HISPANIC	RED	BLUE	ORANGE	RED

We attribute this to the successful implementation of PBIS and the comprehensive social-emotional and behavioral supports available to students' schoolwide.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

TEACH Academy of Technologies received a "Red" Performance Category for Chronic Absenteeism; and Math; and an "Orange" Performance Category for ELA. As a result the following actions/services have taken place:

- Our educational program provides a longer school day and longer school year: 9 additional instructional days and 8,165 additional instructional minutes (Goal 1, Action 1).

- Multiple assessments were administered to monitor student progress, inform instruction and course placement: NWEA, Math Fluency, UCLA MDTP. (Goal 1, Action 3).

- Revamped academic intervention for all students including the Assistant Principal, (2) Instructional Assistants) to provide small group and differentiated support and intervention. (gal 1, Action 3).

- Math Instructional Coach provided coaching for our Math teachers throughout the year including classroom walkthroughs, input and feedback. (Goal 1, Action 3).

- Academic intervention programs were provided for students (ELA/Math): Wit & Wisdom, Dreambox, Ironbox Education, Read Theory, including after-school tutoring. (Goal 1, Action 3)

- Social-emotional and behavioral supports: Provided by the Counselor and Dean of Students. (Goal 1, Action 5).

- Professional Development for teachers on CPM Math; and Kagan Cooperative Strategies (Goal 2, Action 1).

- Support for English Learners: Purchased Ellevation to monitor EL progress, differentiate instruction; and EL Coordinator provided designated ELD and academic support for EL (Goal 2, Action 2).

- For 2019-20: Our educational program provides a longer school day and longer school year: 9 additional instructional days and 8,165 additional instructional minutes (Goal 1, Action 1).

- For 2019-20: Professional Development for teachers standards based grading; ELD Standards and GLAD Strategies (Goal 1, Action 2).

- For 2019-20: Math Coach will provide instructional coaching for all math teachers on evidence-based instructional strategies (Goal 1, Action 2).

- For 2019-20: ELA Coach will instructional coaching for all ELA teachers on evidence-based instructional strategies (Goal 1, Action 2).

- For 2019-20: Professional Development on RtI and MTSS Implementation (Goal 1, Action 2).

- For 2019-20: Multiple assessments will be administered to monitor student progress and identify areas of need for intervention including NWEA MAP; Illuminate, UCLA MDTP, IAB/ICA's (Goal 2, Action 1).

- For 2019-20: EL Program will continue to have an ELD Coordinator that will provide designated ELD for EL students. The ELD Instructional Assistant will provide academic support for struggling ELS. (Goal 2, Action 2)

- For 2019-20: Academic Interventions will continue with the Assistant Principal, (3) Math Instructional Assistants; to provide academic support during the instructional day and during ELA and math intervention course (Goal 2, Action 4).

- For 2019-20: Student will also have access to Edgenuity/Compass learning in addition to after school tutoring services (Goal 2, Action 4).

- For 2019-20: Social-emotional and behavioral supports will continue to improve school climate, chronic absenteeism and address the social emotional needs of our students. Services will be provided by the Counselor and Dean of Culture. In addition our school has partnered with Tessie Cleveland a referral service for low-income families. (Goal 2, Action 5)

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

TEACH Academy of Technologies received "Red & Orange" Performance Categories for the: Chronic Absneteeism, ELA and Math State Indicators.

As a result the following actions/services have taken place:

- Our educational program provides a longer school day and longer school year: 9 additional instructional days and 8,165 additional instructional minutes (Goal 1, Action 1).

- Multiple assessments were administered to monitor student progress, inform instruction and course placement: NWEA, Math Fluency, UCLA MDTP. (Goal 1, Action 3).

- Revamped academic intervention for all students including the Assistant Principal, (2) Instructional Assistants) to provide small group and differentiated support and intervention. (gal 1, Action 3).

- Math Instructional Coach provided coaching for our Math teachers throughout the year including classroom walkthroughs, input and feedback. (Goal 1, Action 3).

- Academic intervention programs were provided for students (ELA/Math): Wit & Wisdom, Dreambox, Ironbox Education, Read Theory, including after-school tutoring. (Goal 1, Action 3)

- Social-emotional and behavioral supports: Provided by the Counselor and Dean of Students. (Goal 1, Action 5).

- Professional Development for teachers on CPM Math; and Kagan Cooperative Strategies (Goal 2, Action 1).

- Support for English Learners: Purchased Ellevation to monitor EL progress, differentiate instruction; and EL Coordinator provided designated ELD and academic support for EL (Goal 2, Action 2).

- For 2019-20: Our educational program provides a longer school day and longer school year: 9 additional instructional days and 8,165 additional instructional minutes (Goal 1, Action 1).

- For 2019-20: Professional Development for teachers standards based grading; ELD Standards and GLAD Strategies (Goal 1, Action 2).

- For 2019-20: Math Coach will provide instructional coaching for all math teachers on evidence-based instructional strategies (Goal 1, Action 2).

- For 2019-20: ELA Coach will instructional coaching for all ELA teachers on evidence-based instructional strategies (Goal 1, Action 2).

- For 2019-20: Professional Development on RtI and MTSS Implementation (Goal 1, Action 2).

- For 2019-20: Multiple assessments will be administered to monitor student progress and identify areas of need for intervention including NWEA MAP; Illuminate, UCLA MDTP, IAB/ICA's (Goal 2, Action 1).

- For 2019-20: EL Program will continue to have an ELD Coordinator that will provide designated ELD for EL students. The ELD Instructional Assistant will provide academic support for struggling ELS. (Goal 2, Action 2)

- For 2019-20: Multiple assessments will be administered to monitor student progress and identify areas of need for intervention including NWEA MAP; Illuminate, UCLA MDTP, IAB/ICA's (Goal 2, Action 1).

- For 2019-20: EL Program will continue to have an ELD Coordinator that will provide designated ELD for EL students. The ELD Instructional Assistant will provide academic support for struggling ELS. (Goal 2, Action 2)

- For 2019-20: Academic Interventions will continue with the Assistant Principal, (3) Math Instructional Assistants; to provide academic support during the instructional day and during ELA and math intervention course (Goal 2, Action 4).

- For 2019-20: Student will also have access to Edgenuity/Compass learning in addition to after school tutoring services (Goal 2, Action 4).

- For 2019-20: Social-emotional and behavioral supports will continue to improve school climate, chronic absenteeism and address the social emotional needs of our students. Services will be provided by the Counselor and Dean of Culture. In addition our school has partnered with Tessie Cleveland a referral service for low-income families. (Goal 2, Action 5)

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

Not applicable.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Not applicable.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Not applicable.

Annual Update

LCAP Year Reviewed: 2018-19

Goal 1

Develop an infrastructure to implement multiple forms of student/schoolwide data including assessments to inform instructional decisions, implementation of research-based intervention programs; in order to research and develop an RTI/MTSS Structured Program to identify, monitor and provide appropriate academic and social-emotional supports to ensure student academic growth, to close the achievement gap among all subgroups. (aligns with WASC Action Plan, 1,3,4

State and/or Local Priorities addressed by this goal:

State Priorities: 4, 5, 7, 8

Local Priorities: 7

Annual Measurable Outcomes

Expected	Actual
Annual Growth on CAASPP ELA distance from Level (DFL) 3 Scale Scores: Grades 5- 8: -19.8 DFL 3	2017-18: -65.2 points below DFS
Annual Growth on CAASPP Math distance from Level (DFL) 3 Scale Scores: Grade 5-8: -78.1 DFL3	207-18: -129.6 points below DFS
Increase attendance rates: >96%	2017-18: 94%

<table>
<tr><th>Expected</th><th>Actual</th></tr>
<tr><td>Decrease Chronic Absenteeism rates: (1% decline annually): 12%</td><td>
<table>
<tr><th colspan="4">TEACH ACADEMY OF TECHNOLOGIES</th></tr>
<tr><th colspan="4">2017-18 CHRONIC ABSENTEEISM RATE</th></tr>
<tr><th></th><th>CUM ENROLL</th><th>COUNT</th><th>RATE</th></tr>
<tr><td>SCHOOLWIDE</td><td>370</td><td>74</td><td>20.0%</td></tr>
<tr><td>AFRICAN-AMERICAN</td><td>105</td><td>23</td><td>21.9%</td></tr>
<tr><td>HISPANIC</td><td>259</td><td>50</td><td>19.3%</td></tr>
<tr><td>EL</td><td>79</td><td>22</td><td>27.8%</td></tr>
<tr><td>SOC. ECON DISADV.</td><td>355</td><td>74</td><td>20.8%</td></tr>
<tr><td>SPED</td><td>29</td><td>10</td><td>34.5%</td></tr>
</table>
</td></tr>
<tr><td>Maintain Middle School Dropout Rates: <1%</td><td>2017-18: 1.1%</td></tr>
<tr><td>Decrease % of Grade 5 students “at-risk HFZ” annually: Establish AMO</td><td>2017-18: 0%</td></tr>
<tr><td>Decrease % of Grade 7 students “at-risk HFZ” annually: Aerobic Capacity/Body Composition: 0%/11%</td><td>2017-18: 0%</td></tr>
<tr><td>Percentage of students including Unduplicated Pupils and Students with Disabilities, with access to and enrolled in a broad course of study: 100%</td><td>2018-19: 100%</td></tr>
</table>

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:) TEACH Academy of Technologies will employ 13 Classroom Teachers who are appropriately credentialed and assigned. Our academic calendar includes 184 instructional days (54,000 instructional minutes) that far exceeds the state requirements by 10,110 instructional minutes. The design of the academic year and professional development supports the mission of the school – provide students with a rigorous Common Core State Standards-based college preparatory program in order to prepare them to succeed in the real-world through project-based learning, and internships. The TEACH Academy of Technologies student population is largely underserved – on average TEACH Academy of Technologies students are 67% Hispanic/Latino, 32% African-American with an average of 95% of	**Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:)** TEACH Academy of Technologies employed **13 teachers** who were appropriately credentialed and assigned; and a **Principal.** TEACH Academy of Technologies provides an instructional program that includes a longer school year and total instructional minutes that exceed the CA State requirement as outlined in the following chart below. **INSTRUCTIONAL TIME REQ.** DAYS / GR. 5-8 CA REQURED: 175 / 64,800 TEACH ACAD. 184 / 62,165 DIFFERENCE +9 / 8,165 Our school offers 184 instructional days; that includes 8,165 additional instructional minutes for grades 5-8	$873,273 $218,318 Base Supplemental and Concentration 1000-1999: Certificated Personnel Salaries 5800: Professional/Consulting Services And Operating Expenditures	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
students qualifying for free or reduced-price meals, and an average of 21% of students are English Learners. To begin planning for the year, teachers report in August for professional development. The paid professional development days before, during, and after the school year ensure our teachers receive training and development necessary to support the critical interventions necessary to create the excellent instructional practice to support our students learning. School wide goals are developed in the summer with a scope and sequence. Teachers who are new to the profession meet with the Assistant Principal to provide instructional coaching on a weekly basis; while experienced teachers meet with the principal on a biweekly/monthly basis. With the implementation of the Common Core State Standards, our professional development has focused on ensuring all teachers know and understand the ELD Standards, SDAIE strategies instructional strategies to improve instruction for our at-risk student population, trauma informed practices, Dweck's Growth Mindset, PBIS, and newly adopted standards-aligned	Teachers attended 2 weeks of Summer Professional Development, (3) additional non-instructional days during the academic year for professional development and data analysis, and weekly professional development during the academic school year. Additionally, our teachers provided intervention blocks to support our at-risk students: • ELA & Math: 1.5 hours: 3 days/week		

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
curriculum. Professional development for all teachers will take place during the academic year, as follows: • Provide 10-days of Summer Professional Development for all teachers • Provide 2 days of Professional Development on non-instructional days: (NWEA, Data Analysis, WASC, EL Supports) TEACH ACADEMY OF TECHNOLOGIES: 2017-18 LCAP 31 • Provide weekly Professional Development for 2 hours (Wednesdays). Our instructional program is geared to all learners with instructional strategies for our EL's and at-risk lowperforming students that includes: • Extended block of instruction for ELA • Extended block of instruction for Math • Weekly intervention block for ELA & Math			

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
SPED TEAM TEACH Academy of Technologies is designed to offer an engaging, welcoming and compassionate instructional environment for diverse students, including those who may be in foster care, homeless, experiencing housing instability, experiencing personal/family crisis or have other special needs. TEACH Academy of Technologies SPED Team provides instructional and social-emotional supports as outlined in the scholar's IEP: • 1 RSP Teachers • 1 SPED Coordinator • Psychologist (contracted) • Speech Therapist (contracted)	**SPED TEAM** TEACH Academy of Technologies SPED Team included: • **1 FTE RSP; 1 PTE RSP Teachers** • **1 SPED Assistant** • **Contracted services**	$0 $25,000 1000-1999: Certificated Personnel Salaries Duplicate Expenses Goat1, Action 5000-5999: Services And Other Operating Expenditures	

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
In addition, to state-mandated assessments (CAASPP ELA & Math: Grades 5-8, CELDT: Initial only, ELPAC: ELL only, Physical Fitness Test Grade 5,7, & California Science Test (CAST). TEACH Academy of Technologies staff will implement multiple types of assessments in order to monitor each scholar's: academic progress; identify their strengths and needs in order to modify instruction; and identify the type of academic intervention needed. • NWEA MAP ELA & Math Assessments: 2x times/year • Interim Assessment Blocks: • 3-4 times/year • Illuminate benchmark assessments	The following assessments were administered this year: • IAB: Math/ELA: Grades 5-8 • Illuminate Benchmark • **UCLA MDTP: Math Fluency** • **MDTP** • **NWEA MAP: Once** • Writing Performance Tasks: Springboard	$54,264 $775 Supplemental and Concentration 4000-4999: Books And Supplies	

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
ACADEMIC INTERVENTIONS To support TEACH Academy of Technologies' program of academic interventions, our team includes a Counselor, Principal, Assistant Principal, 1 instructional assistant, and SPED Coordinator. The Leadership Team will meet biweekly to review, analyze and discuss schoolwide/student achievement data. The following outlines how TEACH Academy of Technologies assesses students for intervention and a description of the types of intervention strategies that our school will implement. Using our data driven instructional program, our school will scale SST Program for academic and behavioral programs for unduplicated pupils. Our Leadership Team is currently researching a structural framework for a student support team, such as the Multi- tiered System of Supports (MTSS) for implementation. 1. Administer diagnostic assessment in ELA & Math. 2. Administer NWEA MAP ELA & Math:	**ACADEMIC INTERVENTIONS** TEACH Academy of Technologies provided a comprehensive suite of intervention services for students who struggled academically. The **Assistant Principal** provided academic support to students in grade 7-8: twice per week and during **Saturday School**. **Instructional Assistant (2)** provided support during Math instruction across all grade levels. The **Math Coach** provided coaching for math teacher, including feedback from classroom observations. This school year approximately 65% of teachers were new to the profession of teaching; and 5 were Teach for America interns; while 80% were new to TEACH Public schools. Coaching was essential to our instructional program, as our teachers needed significant support. Our students accessed the following curricular, instructional and/or supplemental programs: • **Wit & Wisdom** • **DreamBox: Math** • **Ironbox Education** • Khan Academy • Read Theory	$350,000 $150,000 Supplemental and Concentration After School Education and Safety (ASES) 2000-2999: Classified Personnel Salaries SPED Coordinator – See Goal 1, Action 2 5000-5999: Services And Other Operating Expenditures	

Comment [1]: Fund with Title I

Comment [2]: Fund with Title I

Comment [3]: Fund: Title I

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
3 times/year. 3. Review of student work samples collected by teachers. 4. Based on an analysis of data, students may be placed in an academic intervention course for ELA or math. An Individualized (Personalized) Learning Plan (ILP) is developed by the SST and monitored by the Counselor on an ongoing basis. 5. Teachers will differentiate instruction in the classroom. Instructional assistants will support the credentialed teacher under the supervision of the Assistant Principal. A total of 1 Instructional Assistant will provide push-in/pullout academic support and intervention. The Principal will provide teachers with coaching on the use of effective strategies for EL, differentiation and ELD Standards. 6. Period 6 Intervention Block: A 2-hour course that meets twice per week to	• **Illuminate –** assessments Our school also provided an **after-school academic and social enrichment program** funded via All Stars After-school Program (ASES grant). In addition, students have access to **before school tutoring** and on non-instructional days, services in partnership with the **Youth Policy Institute (YPI) funded by the 21st Century Grant.**		

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
provide students with academic support and intervention in ELA, Math, or any core subject. TEACH Academy of Technologies will administer the following assessments and utilize the following web-based programs for intervention: • Triumph Learning • Fountas & Pinnell Leveled Library Intervention (LLI): For unduplicated students • Khan Academy • Power My Learning: online platform that differentiates and personalizes lessons. TEACH Academy of Technologies Charter School provides students with academic intervention (tutoring) after school (daily) via the All Stars After School Program. as part of the academic and social enrichment program.			

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Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
SOCIAL EMOTIONAL SUPPORT SYSTEM TEACH Academy of Technologies' project-based learning environment integrates a rigorous College Preparatory curriculum and a character education program to prepare students to thrive in school, college and the world. This curriculum guides students with the life skills necessary to communicate effectively, make informed decisions and set goals. Using our data driven instructional program, our school will scale SST Program for academic and social-emotional/behavioral programs for unduplicated pupils. Our Leadership Team is currently researching a structural framework for a student support team, such as the Multi-tiered System of Supports (MTSS) for implementation. Established curriculum such as Overcoming Obstacles Character Education Curriculum is a flexible to fit into core courses, advisory, and summer programs, in counseling sessions and college and career prep courses. The Overcoming Obstacles curriculum is organized into middle and high school programs, each beginning with the	**SOCIAL EMOTIONAL SUPPORT SYSTEM** TEACH Academy of Technologies provided a comprehensive suite of social-emotional and behavioral supports and intervention. Our school is in the second year of PBIS implementation. Our school used **Kickboard**, a classroom behavior management app that aligns behavior expectations and consequences in all classroom; and is used to reinforce PBIS. This year a **Counselor** was added to our program to provide social-emotional counseling. Approximately 50 students this year were referred for counseling services because of suicidal ideation. There is a need to improve education and communication with parents because they view referral for counseling as a stigma. The **Dean of Students** also provided social-emotional counseling and dealt with behavioral issues. All students were enrolled in an Advisory course where the 10 Character Pillars were presented and discussed.	$10,000 Supplemental and Concentration 5000-5999: Services And Other Operating Expenditures Salaries of Admin: See Goal 1, Action 4	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
three fundamental skills on which all other skills can be built: communication, decision making and goal setting. Because of the modular format, teachers are able to teach the curriculum from start to end, and/or select specific modules that best suit the school/students. Modules include: respect; teamwork; citizenship; technique for addressing bullying; preparing for college and career; conflict resolution; problem solving; confidence building; and time management. 10 Character Pillars: will be presented and discussed during Advisory and at monthly assemblies led by the school Principal. Positive Behavioral Interventions and Supports (PBIS): is an evidence-based, data-driven framework proven to reduce disciplinary incidents, increase a school's sense of safety and support improved academic outcomes. The premise of PBIS is that continual teaching, combined with acknowledgement or feedback of positive student behavior will reduce unnecessary discipline and promote a climate of greater productivity, safety and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop			

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
school-wide, targeted and individualized interventions and supports to improve school climate for all students. Speaker series: Our school will continue to host guest speakers on a variety of topics ranging from social, cultural, family, and community issues, relevant to our students experiences that align with our Character Education Program and our school's mission. Restorative Justice: Social emotional and behavioral issues are addressed using the Restorative Justice model; and one-on-on counseling led by the school Counselor. Counseling Services: are provided by our counselor. If necessary our school contracts social-emotional counseling services with the school Psychologist on an individual basis.			

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
FACILITIES The following actions and services are required in order to: ensure a safe, and well-maintained school facility; and appropriate	**FACILITIES** TEACH Academy of Technologies strives to provide a safe, clean, and well-maintained school site for all students and staff. In	$655,712 Base 5000-5999: Services And Other Operating	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
classroom space to implement our school's program: 1. Annual facility leasing cost for school site. 2. Costs involved for acquiring a facility (ex. Broker, etc. if applicable) for school expansion. 3. Costs for facility upgrades and/or expansion, maintenance/repairs and janitorial staff (3) to ensure a safe and clean facility site. 4. The Principal will administer an annual Facility Inspection (FIT) report; and make all necessary improvements as required.	order to accomplish this the following has taken place: • **Facility leasing expenses** • **Facility maintenance, repairs and janitorial staff** • **Gate replacement (entering)** • Administer annual FIT Report	Expenditures	

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
COURSE ACCESS All students have access to all core subjects including the following electives: • Advisory 5-8 • Physical Education 5-8 • Common Core Enrichment: intervention	**COURSE ACCESS** All students had access to and were enrolled in ELA, Math, Science, and History. In addition, our school provided students with access to the following non-core courses taught by **2 Instructional Assistants:** • Advisory – all grades • **Physical Education** • **Health: BYU Online Course** • **Computer (elective)**	$0 Base 4000-4999: Books And Supplies See Goal 1, Action 1 See Goal 2, Action 3	

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions were implemented with fidelity to support Goal #1.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

This academic year, our school revamped academic interventions and made modifications to the master schedule to implement an ELA and Math intervention block across all grade levels.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The following are the material differences between Budgeted Expenditures and Estimated Actual Expenditures:
- Action 3: Addition of Math (Algebra readiness) assessments from UCLA; and writing performance tasks form Springboard.

- Action 4: Addition of Math Coach, and an additional Assistant to provide students with math intervention/support.

- Action 4: the following programs were not implemented this year - Power My learning, Fountas & Pinnell Leveled Library Intervention; and Triumph Learning because these programs did not appear to be useful.

- Use of Kickboard, behavior management app that aligns behavior expectations and consequences

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders, Fall 2018 CA Schools Dashboard, in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Academy of Technologies will revise LCAP Goal #1, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's. LCAP Goal #1 will be changed to "Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement." All actions/services and AMO's will align with this newly developed LCAP Goal.

Goal 2

Develop a comprehensive, coherently focused, school-wide Professional Development Plan that includes the CCSS ELA/ELD/Math & NGSS, differentiation, and research-based instructional strategies to address the diverse learning needs of our (ELL, SPED) students and supports teachers to be effective educators. Implement an instructional day that provides students with a rigorous common core aligned curriculum across all disciplines, and instruction that includes relevant and extended learning experiences that encourages student engagement, elicits critical thinking, and problem-solving. (Aligns with WASC Action Plan 2,3)

State and/or Local Priorities addressed by this goal:

State Priorities: 1, 2, 4

Local Priorities: 1, 2

Annual Measurable Outcomes

<table>
<tr><th>Expected</th><th>Actual</th></tr>
<tr><td>% of students that have access to standards- aligned instructional materials: 100%</td><td>2018-19: 100%; verified by Principal during classroom observations</td></tr>
<tr><td>Implementation of SB-adopted academic content & performance standards for all students including EL access to CCSS & ELD Standards.</td><td>
<table>
<tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr>
<tr><th></th><th>2018-19</th></tr>
<tr><td>ELA</td><td>5</td></tr>
<tr><td>ELD</td><td>4</td></tr>
<tr><td>MATH</td><td>5</td></tr>
<tr><td>NGSS</td><td>5</td></tr>
<tr><td>HISTORY</td><td>5</td></tr>
<tr><td>PE</td><td>5</td></tr>
</table>
</td></tr>
</table>

Expected	Actual
% of teachers who are appropriately credentialed and assigned: 100%	2018-19: 100%
Increase percentage of EL who advance at least 1 Proficiency Level as measured by CELDT: Baseline - ELPAC	2018-19: 12.1% ELPAC
Increase English Learner reclassification rate: Baseline - ELPAC	2017-18: 25% - CELDT 2018-19: 8% - ELPAC

Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
PROFESSIONAL DEVELOPMENT In order to provide all students with a high quality rigorous standards-aligned College Preparatory curriculum through a Project-based learning instructional model, it is critical that our teaching staff is provided with appropriate and differentiated, research-based professional development. The focus this year will primarily include the following topics: • Common Core State Standards (CCSS) ELD Standards • CCSS Math CPM Math Curriculum • Kagan Cooperative Strategies • Project-based Learning • ALMA Student Information System • Positive Behavioral Interventions and Supports (PBIS) Members of our teaching staff, classified and/or Leadership team plan to attend professional development conferences that include but are not limited to: • ASCD Conference • CCSA Conference	**PROFESSIONAL DEVELOPMENT** Teach Academy of Technologies has provided the following evidence-based professional development on the following topics this year: • Common Core **ELD Standards** • **CPM Math** • **Kagan Cooperative Strategies** • **PBIS: LACOE** • **Wit & Wisdom: ELA Curriculum** In addition, the Assistant Principal provided coaching and support. Our school contracted with a Math Consultant to support our math teachers. Also, our Teach for America teachers, costs were incurred for their PD teacher. Members of our teaching staff, classified and/or Leadership team plan to attend professional development conferences that include but are not limited to: • **ISTE Conference** • **CCSA Conference**	$80,000 Supplemental and Concentration 5800: Professional/Consulting Services And Operating Expenditures (Conferences & Consultant for PD)	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
• LACOE Workshops: ELPAC, STEM, CPM, EL, PBL, CCSS, NGSS, etc. Next Generation Science Standards (NGSS)	• **CABE Conference**		

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
ELD PROGRAM TEACH Academy of Technologies will review and revise its EL Master Plan to align with the CDE's recent reclassification guidance; shift from CELDT to implementation of the ELPAC; ELD Curriculum and supplemental materials, in order to ensure that all ELs receive appropriate, adequate and targeted ELD designated and integrated instruction. The school's CELDT Coordinator (Credentialed teachers) will administer the CELDT, and ELPAC. The School Director and teachers will review, analyze and closely monitor the academic progress of all ELL using multiple forms of data from assessments to ensure academic growth in ELA and math.	**ELD PROGRAM** The EL Master Plan was reviewed and revised to align with the CDE's reclassification guidance. Our school used **ElLevation** to streamline the reclassification process. The **EL Coordinator** provided designated ELD for EL students; approximately twice per week for 3 hours total per week. In addition the EL Coordinator provides PD to teacher on the ELD Standards.	$30,000 Supplemental and Concentration 1000-1999: Certificated Personnel Salaries (CELDT/ELPAC)	

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Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
CURRICULUM Every student has access to standards-aligned College Preparatory curriculum. TEACH Academy of Technologies will purchase the following additional curriculum and/or supplemental instructional materials: • Studysync ELA (subscription) • CPM math • McGraw Hill Science and History • DBQ Project materials • Zingy Learning • Supplies for Learning Lab	**CURRICULUM** At TEACH Academy of Technologies, all students are provided with access to standard aligned curriculum and instructional materials. The following purchases were made this academic year. • **CPM Math** • **McGraw-Hill: Science & History** • **DBQ Project Materials** • **Supplies for Learning lab** • **Great Minds ELA**	$50,000 Base 4000-4999: Books And Supplies	

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Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
TECHNOLOGY In order to provide all students with access to digital media/resources (for a 1:1 student to device ratio), our school will continue to implement the following: 1.Costs for technology device replacement in order to continue with a 1:1 student to laptop ratio. 2. The IT Specialist also develop an annual needs assessment for future purchases and upgrades; provide technical support, ensure adequate bandwidth throughout the school, and ensure all laptops are up-to-date and ready to use for all state-mandated assessments. 3. Provide courses on digital literacy, keyboarding for students during advisory to provide skills necessary to access web- based intervention programs, supplemental curricular programs, web- based resources, and prepare for statemandated assessments.	**TECHNOLOGY** In order to provide all students with access to digital media/resources (for a 1:1 student to device ratio), our school will continue to implement the following: • **Chromebook Replacements** • **Staff Laptops**	$31,008 $2,331 Base 4000-4999: Books And Supplies 5800: Professional/Consulting Services And Operating Expenditures	

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
STUDENT ENGAGEMENT In order to provide students with life skills and relevant learning experiences outside of the classroom, our school will host and/or provide the following: 1. Provide field trips aligned to the content standards, to provide students with experiential learning experiences. Courthouse Museums 2. As part of our school's college-going culture, all students will visit a college-university annually. 3. Provide students with leadership opportunities through Scholar Council. 4. Offer after-school social enrichment program: Mock Trial, after school art class, and Track and Field. 5. Host guest speakers from various occupations to expose students to numerous	**STUDENT ENGAGEMENT** In order to provide students with experiential learning opportunities, teachers/staff provided students with the following: • **Field trips a**ligned to the content standards: STEAM Event, LA Science Center; Aquarium of the Pacific, Mock trial Court Event • **8th grader participated in a field trip to colleges/universities**. • Students participated in Student Council – which teachers them leadership skills. • **Youth Truth surveys** were administered.	$20,000 Supplemental and Concentration 4000-4999: Books And Supplies	

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Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
career options. - Career Day 6. Continue to develop and maintain partnerships with: The Constitutional Rights Foundation who runs the Mock Trial Program Cops & Kids Program that works to develop positive relationship with the community; Expanding Horizons Internship Program: provides students with internships at local law firms. Asomugha Foundation: Provides college trips and college readiness activities/ YMCA: provides our grade 9 students with free membership including a camping trip (as a result of our co-location site).			

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Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions were implemented with fidelity to support Goal #2.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The actions/services were highly effective in supporting teacher growth as a result of the school's robust professional development program. There is a need however to strengthen our school's ELD Program for English Learners, so they will be prepared to reclassify at higher rates.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The following are the material differences between Budgeted Expenditures and Estimated Actual Expenditures:
- Action 2: Adoption of ELLevation to streamline the reclassification criteria; and the addition of an EL Coordinator (credentialed teacher to provide designated ELD and administer the ELPAC.

- Action 5: Internship did not take place this year.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Academy of Technologies will revise LCAP Goal #2, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; LCAP Goal #2 will be

changed to “Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in ‘real-time.’ Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.” All actions/services and AMO’s will align with this newly developed LCAP Goal.

Goal 3

Engage parents as partners through education, communication, and collaboration, to ensure all students are college and career ready. Provide students with a safe, welcoming and inclusive, positive learning environment that exudes a Culture of High Expectations and a Culture of Respect. (Aligns with WASC Action Plan #1)

State and/or Local Priorities addressed by this goal:

State Priorities: 1, 3, 6

Local Priorities: 1, 3, 6

Annual Measurable Outcomes

<table>
<tr><th>Expected</th><th>Actual</th></tr>
<tr><td>Parent involvement through input in decision-making via SSC, & ELAC: Met</td><td>2018-19: Met</td></tr>
<tr><td>Parent involvement will include opportunities for participation in programs for unduplicated students: Met</td><td>2018-19: Met</td></tr>
<tr><td>Suspension rate: <1%</td><td>
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<tr><th colspan="4">2017-18 CHRONIC ABSENTEEISM RATE</th></tr>
<tr><th></th><th>CUM ENROLL</th><th>COUNT</th><th>RATE</th></tr>
<tr><td>SCHOOLWIDE</td><td>370</td><td>74</td><td>20.0%</td></tr>
<tr><td>AFRICAN-AMERICAN</td><td>105</td><td>23</td><td>21.9%</td></tr>
<tr><td>HISPANIC</td><td>259</td><td>50</td><td>19.3%</td></tr>
<tr><td>EL</td><td>79</td><td>22</td><td>27.8%</td></tr>
<tr><td>SOC. ECON DISADV.</td><td>355</td><td>74</td><td>20.8%</td></tr>
<tr><td>SPED</td><td>29</td><td>10</td><td>34.5%</td></tr>
</table>
</td></tr>
<tr><td>Maintain expulsion rates: <1%</td><td>2017-18: 0%</td></tr>
</table>

Expected	Actual
Administer Facility Inspection Tool (FIT): Score Good or Exemplary	2018-19: Good
Increase participation rate on parent survey on the sense of safety and school connectedness.	2018-19: Youth Truth Parent Survey was administered. This survey measures 5 categories and results are as follows: • Culture: 79% • Engagement: 72% • School Safety: 68% • Relationships: 82% • Resources: 81% • Communication & Feedback: 71%
Increase participation rate on student survey on the sense of safety and school connectedness.	2018-19: Youth Truth Student Survey was administered. This survey measures 5 categories and results are as follows: • Engagement: 60% • Academic Rigor: 73% • Relationships: 57% • Belonging & Peer Collaboration: 53% • Culture: 48%
Increase participation rate on staff survey on the sense of safety and school connectedness.	2018-19: Youth Truth Staff Survey was administered. This survey measures 5 categories and results are as follows: • Culture: 53% • Engagement: 75% • Relationships: 92% • Professional Development & Support: 59%

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Actions / Services

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
SCHOOL CLIMATE & SAFETY TEACH Academy of Technologies will implement the following actions and services to ensure all students are provided with a safe, welcoming and positive learning community that exudes a Culture of High Expectations and Culture of Respect, 1. The Leadership Team will annually review and revise the Comprehensive School Safety Plan and provide training/in- service on the Safety Plan, and monthly drills that will be documented. 2. Principal will develop a supervision schedule that includes supervision: before/during and after-school. 3. TEACH Academy of Technologies will implement the following character education program: that includes: • Overcoming Obstacles Character Education Curriculum	**SCHOOL CLIMATE & SAFETY** TEACH Academy of Technologies implemented the following actions and services to ensure all students were provided with a safe, welcoming and positive learning community that exuded a Culture of High Expectations and Culture of Respect. • Leadership Team reviewed and revised the Comprehensive School Safety Plan and **made purchases** accordingly. (Epi-pen) • **Contracted services with a nurse** to conduct vision and hearing screenings. • **Campus Aides:** provided supervision during the instructional day. • **Security System** was installed. • Assemblies took place on bullying, suicide awareness, suicide ideation, and Restorative Justice.	$10,000 Supplemental and Concentration 4000-4999: Books And Supplies	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
• Character Pillars that the school was founded on 4. Assemblies will take place monthly to recognize students for the following: exuding positive character traits/behavior, perfect attendance, “most improved” and “most outstanding” led by the Assistant Principal. 5. Our school will host the assemblies/workshops on the following topics: Bullying, restorative justice/practices, cyber-bullying, Internet safety, etc. led by the Assistant Principal.			

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
PARENT INPUT IN DECISION-MAKING At TEACH Academy of Technologies, parent input in decision-making will take place through the following venue led by the school's administration and teachers: School Site Council (SSC) English Language Advisory Committee (ELAC) The School Principal is responsible for organizing these meetings that require the participation of teachers and classified staff.	**PARENT INPUT IN DECISION-MAKING** In order to promote and elicit parent input in decision-making, TEACH Academy of Technologies hosted a total of 3 SSC, and ELAC Meetings during the school year. These Committees provide opportunities to gather input and feedback on our school's educational program and build positive relationships with families.	Supplemental and Concentration 1000-1999: Certificated Personnel Salaries Salary- See Goal 1, Action 4	

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
OPPORTUNITIES FOR PARENT PARTICIPATION TEACH Academy of Technologies will provide the following opportunities to engage parents of unduplicated pupils as partners in their child's education. They include: 1. Provide parents with opportunities to participate/volunteer at schoolwide events. 2. TEACH Academy of Technologies will employ a parent liaison to facilitate parent meetings, schoolwide events and workshops for parents, provide translation services, and communicate with parents. 3. Host workshops for parent on the following topics: • How to support my child academically • Positive Discipline • Understanding CAASPP results • Preparing for College 4. Host Coffee with the Principal.	**OPPORTUNITIES FOR PARENT PARTICIPATION** TEACH Academy of Technologies provided the following opportunities to engage parents of unduplicated pupils as partners in their child's education. The **Parent Family Coordinator** worked diligently to facilitate parent workshops on attendance/chronic absenteeism, and the impact on student achievement. In addition workshops on Positive Discipline and Kickboard took place in addition to Understanding CAASPP results and How to support their child academically. **Parent Square** was used by staff to communicate with parents and send news blasts; and the **school's website** was also updated to inform parents of upcoming schoolwide events. Our school's registration is available online using **School Mint.** Coffee with the Principal took place, a venue where the principal communicates about current issues at the school and upcoming events.	$50,000 Supplemental and Concentration 2000-2999: Classified Personnel Salaries	

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
5. Administer an annual parent survey to gather input and feedback on the sense of safety and school connectedness. 6. Teachers will meet and/or communicate with parents of students who failing or in danger of failing a course (Every 6 weeks). 7. Teachers will participate in schoolwide welcoming call to parents and continue this process throughout the school year.	**Parent survey** was administered to gather input and feedback on the school's program.		

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

All actions were implemented with fidelity to support Goal #3.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The actions and services to decrease Suspension Rates was highly effective. There is however a need to improve the delivery and quality of instruction to increase student engagement and improve student academic outcomes.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The following are the material differences between Budgeted Expenditures and Estimated Actual Expenditures:
- Action 1: Addition of Campus Aides and Security.

- Action 3: addition of Parent/student Coordinator; Parent Square to communicate with families; School Mint for online registration; and maintenance of the school's website: EdLlio.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

As a result of analysis of student achievement data, demographics schoolwide data, and input from stakeholders in addition to the school's initial implementation of a Multi-tiered System of Supports (MTSS) TEACH Academy of Technologies will revise LCAP Goal #3, annual measurable outcomes to align with the CDE's requirements, and provide actions and services that align with the LCAP Goal, and AMO's; and will provide budgeted expenditures for each. LCAP Goal #3 will be changed to "Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all." All actions/services and AMO's will align with this newly developed LCAP Goal.

Stakeholder Engagement

LCAP Year: **2019-20**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

TEACH Academy of Technology Charter School has engaged and involved stakeholders in the 2018-19 LCAP Annual Update, Comprehensive Needs Assessment, Root Cause Analysis Equity Report, and development of the 2019-20 LCAP Goals, Actions & Services. The school's Administrative Team met with school staff (including teachers, SPED Teachers, EL Specialist, Pareaprofessionals, classified), parents (including SSC & ELAC), students and school committees to discuss and plan the needs of our students. The engagement of stakeholders is critical to or school's LCAP development, identification and analysis of needs, developing annual growth targets and in the reflection proces of what worked and where further support is needed along with maximizing resource allocation.

DATE(S)	STAKEHOLDER TYPE	TOPIC(S) DISCUSSED	METHOD OF INVOLVEMENT
July 13th, 2018	Parents, Staff & Students	Family Orientations: Student Achiement LCAP, CAASPP, Mission and Vision	Orientation/Assembly
July 14th, 2018	Parents, Staff & Students	Family Orientations: Student Achivement LCAP, CAASPP, Mission and Vision	Orientation/Assembly
July 25th, 2018	Staff	Student Achivemnet: Charter Petition Mission and Vision, CAASPP Data Analy	Academic Planning
July 26th, 2018	Staff	Student Achivemnet: Instructional Focus, Curriculum Mapping, Planning for Ir	Academic Planning
August 14nd, 2018	Parents, Staff	Coffee with the Principal: Instructional Focus, LCAP/WASC	Parent Meeting
August 22nd, 2018	Parents, Staff & Students	School Climate: Schoolwide Expectations	Orientation/Assembly
September 12th, 2018	Governing Board	Update on LCAP Annual Measurable Outcomes (AMO) Chronic absenteeism	Board Meeting
September 21st, 2018	Staff	Student Achivement: Data Review, Action Plan, PBIS	Academic Planning
September 26th, 2018	Staff & Students	School Safety: Bullying, Cyber Bullying	Assembly
October 10th, 2018	Parents, Staff & Students	School Safety: PBIS Mission and Vision, Kickboard Program	Orientation/Assembly
October 15th, 2018	Staff	Student Achivement: CAASPP ICA and IAB Training, Currciulum Planning, PBI	Academic Planning
October 17th, 2018	Parents, Staff & Students	Family workshop: Standards Based Grading	Orientation/Assembly
November 1,2018	Parents and Staff	Student Achivement: Review of Student Outcomes, CAASPP, Dashboard	Schoool Site Council/ELAC
November 1, 2018-Dec	Parents, Staff & Students	Youth Truth Survey Administration: School Experience	Survey
November 8th, 2018	Parents and Staff	Student Achivement and Intsructional Action Plan	Schoool Site Council/ELAC

December 5, 2018	Parents, Staff & Students	School Safety: Suicide Prevention	Assembly
December 5, 2018	Governing Board	Student Achivement: Update on LCAP Annual Measurable Outcomes (AMO) C	Board Meeting
January 7th, 2018	Staff	Student Achivement:Trauma Informed Practices/Math CAASSPP Planning	Academic Planning
February 13, 2019	Parents, Staff & Students	Student Achivement: WASC Mid Cycle Review	Orientation/Assembly
March 05, 2019	Governing Board	Update on LCAP Annual Measurable Outcomes (AMO) Chronic absenteeism	Board Meeting
March 20, 2019	Parents, Staff	Coffee with the Principal: Saturday school and Summer Intervention	Parent Meeting
May 5th, 2018	Staff	Student Achivement:CA Dasboard Review, Action Plan	Academic Planning
June 5, 2019	Parents & Staff	CSI Plan Summary Review & Approval	School Site Council (SSC)

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

The consultations impacted LCAP for the upcoming year by the following.

-Teachers would like to receive more training to support more differentiation to serve all levels, specifically around station rotation models.

-Teachers would like to adopt a schooled curriculum to be used specifically for students that are performing low on internal assessments in addition to CAASPP.

-Teachers want to continue to build on PBIS and learn more about Trauma Informed Practices.

-Families would like more integration of Summer Technology programs and more activities focused on STEM in the after school program.

-Students would like to have a School-wide ASB as apart of an elective class

-Students would like to continue to attend more field trips to locations they have not ever been.

Goals, Actions, & Services

Strategic Planning Details and Accountability

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

Continue to strengthen the quality of delivery of instruction through the use of various types of evidence-based pedagogical strategies (i.e. Differentiation, inquiry based), & Literacy skills development, to address the diverse learning needs of every student, and ensure alignment of the content standards that support 21st Century Skills Frameworks: Critical thinking, Communication, Collaboration, Creativity, Life & Career Skills, and Technological Skills.

State and/or Local Priorities addressed by this goal:

State Priorities: 1,2,7,8

Local Priorities: 1,2,7

Identified Need:

There is a need to strengthen pedagogical strategies to address the diverse learning needs of our students who have significant learning gaps starting at grades TK-K. In order to accomplish this, our school will provide all teachers with a robust evidence-based professional development program and provide ongoing coaching and support.

Expected Annual Measurable Outcomes

<table>
<tr><th>Metrics/Indicators</th><th>Baseline</th><th>2017-18</th><th>2018-19</th><th>2019-20</th></tr>
<tr><td>Percentage of Teachers who are appropriately credentialed & assigned: 100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr>
<tr><td>Percentage of students with access to standards aligned instructional materials: 100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr>
<tr><td>Implementation of the Academic Content Standards will improve to “full implementation (Level 4) or “Full Implementation and Sustainability” (Level 5) for all students, including access for EL, as measured by the Local Indicator rubric.</td><td>N/A</td><td>Other tool used</td><td><table><tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr><tr><th></th><th>2018-19</th></tr><tr><td>ELA</td><td>5</td></tr><tr><td>ELD</td><td>4</td></tr><tr><td>MATH</td><td>5</td></tr><tr><td>NGSS</td><td>5</td></tr><tr><td>HISTORY</td><td>5</td></tr><tr><td>PE</td><td>5</td></tr></table></td><td><table><tr><th colspan="2">OPTION 2: CDE REFLECTION TOOL: ACAD. STANDARDS</th></tr><tr><th></th><th>2019-20</th></tr><tr><td>ELA</td><td>5</td></tr><tr><td>ELD</td><td>5</td></tr><tr><td>MATH</td><td>5</td></tr><tr><td>NGSS</td><td>5</td></tr><tr><td>HISTORY</td><td>5</td></tr><tr><td>PE</td><td>5</td></tr></table></td></tr>
<tr><td>Percentage of students including Unduplicated Pupils and Students with Disabilities, with access to and enrolled in a broad course of study: 100%</td><td>100%</td><td>100%</td><td>100%</td><td>100%</td></tr>
<tr><td>Percentage of grade 5 students who meet 6 of 6 Healthy Fitness Zones (HFZ) on the Fitnessgram:</td><td>Not available</td><td>0%</td><td>Results pending</td><td>5%</td></tr>
<tr><td>Percentage of grade 7 students who meet 6 of 6 Healthy Fitness Zones (HFZ) on the Fitnessgram:</td><td>Not available</td><td>0%</td><td>Results pending</td><td>5%</td></tr>
</table>

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New	Unchanged	New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:) TEACH Academy of Technologies will employ 13 Classroom Teachers who are appropriately		**STAFF TO SUPPORT SCHOOL'S PROGRAM** TEACH Academy of Technologies will employ **15 teachers** that will be appropriately credentialed and assigned; and a **Principal.**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
credentialed and assigned. Our academic calendar includes 190 instructional days (54,000 instructional minutes) that far exceeds the state requirements by 10,110 instructional minutes. The design of the academic year and professional development supports the mission of the school – provide students with a rigorous Common Core State Standards-based college preparatory program in order to prepare them to succeed in the real-world through project-based learning, and internships. The TEACH Academy of Technologies student population is largely underserved – on average TEACH Academy of Technologies students are 67% Hispanic/Latino, 32% African-American with an average of 95% of students qualifying for free or reduced-price meals, and an average of 21% of students are English Learners. To begin planning for the year, teachers report in August for professional development. The paid professional development days before, during, and after the school year ensure our teachers receive training and development necessary to support the critical interventions necessary to create the excellent instructional practice to support our students learning. School wide goals are developed in the		TEACH Academy of Technologies will provide an instructional program that includes a longer school year and total instructional minutes that exceed the CA State requirement as outlined in the following chart below. **INSTRUCTIONAL TIME REQ.** | | DAYS | GR. 5-8 | | CA REQURED: | 175 | 64,800 | | TEACH ACAD. | 184 | 62,165 | | DIFFERENCE | +9 | 8,165 | Our school will offer 184 instructional days; that includes 8,165 additional instructional minutes for grades 5-8. Teachers will participate in 2 weeks of Summer Professional Development, (5) additional non-instructional days during the academic year for professional development and data analysis, and weekly professional development during the academic school year. Additionally, our teachers will provide an intervention block to support our at-risk students: • ELA & Math: 1.5 hours: 3 days/week

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
summer with a scope and sequence. Teachers who are new to the profession meet with the Assistant Principal to provide instructional coaching on a weekly basis; while experienced teachers meet with the principal on a biweekly/monthly basis. With the implementation of the Common Core State Standards, our professional development has focused on ensuring all teachers know and understand the ELD Standards, SDAIE strategies instructional strategies to improve instruction for our at-risk student population, trauma informed practices, Dweck's Growth Mindset, PBIS, and newly adopted standards-aligned curriculum. Professional development for all teachers will take place during the academic year, as follows: • Provide 10-days of Summer Professional Development for all teachers. • Provide 2 days of Professional Development on non-instructional days: (NWEA, Data Analysis, WASC, EL Supports) TEACH ACADEMY OF TECHNOLOGIES: 2017-18 LCAP 31		

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
• Provide weekly Professional Development for 2 hours (Wednesdays). Our instructional program is geared to all learners with instructional strategies for our EL's and at-risk lowperforming students that includes: • 120 minute block of instruction for ELA • 120 minute block of instruction for Math • Daily intervention block for ELA & Math		

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		PROFESSIONAL DEVELOPMENT TEACH Academy of Technologies will provide all teachers with evidence based professional development aligned to the CA State Standards, school's mission and educational program and targeted to meet the needs of

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		our students. The focus this year will primarily include the following topics: • **Standards-based Grading** (Insight) • Assessment: Formative & Summative • MTSS/RtI: LACOE • **ELD Standards: CABE** • **Supporting EL: LACOE** • **GLAD Strategies**: CABE • Supporting students with disabilities.(modifications and accommodations) • **DBQ: LACOE** • **NGSS: LACOE** • **Induction expenses**: for teachers to clear their credential In addition a Math Coach and ELA Coach will support teachers in the classroom and facilitate professional development. In addition, members of our staff will be provided with the opportunity to attend conferences, and workshops that include: • **CCSA Conference** • **CSDC Conference** • **ELPAC/CAASPP Training** Costs for **substitute teachers** used when teachers attend workshops and/or professional

Comment [4]: Fund with Title II

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		development.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		COURSE ACCESS: In order to prepare all students for the careers of the 21st century, it is critical that our school provide students with access to a broad course of study (ELA, Math, science, history) and the following electives:

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• Health: BYU Online • Computer Science – Grade 7

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		CORE CURRICULUM TO BE PURCHASED: Every student has access to standards-aligned curriculum and instructional materials. TEACH Academy of Technologies will purchase the following curriculum: • **McGraw-Hill: Science**

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• **CPM Math** • **Wit & Wisdom: ELA** • **Science workbooks (consumables)** • **DBQ: Social Studies**

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Continue Develop & implement a comprehensive standards aligned assessment that includes the collection, disaggregation, analysis, application and reporting of multiple forms of data including student achievement data, that aligns with CAASPP, in order to identify learning gaps in 'real-time.' Utilize data to continue to implement a Multi-Tiered System of Supports (MTSS) to identify and provide students with access to academic, social-emotional, and/or behavioral supports to increase student engagement.

State and/or Local Priorities addressed by this goal:

State Priorities: 4,5,6

Local Priorities:

Identified Need:

There is a need to use data to measure student progress, measure program efficacy and identity the academic, social-emotional and/or behavioral needs of our students as part of our MTSS Implementation.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Annual Growth on ELA CAASPP Distance from Standard (DFS)	-54.9 points below DFS	-65.2 points below DFS	-62 points below DFS	-59 point below DFS
Annual Growth on MATH CAASPP Distance from Standard (DFS)	-106.9 points below DFS	-129.6 points below DFS	-125 points below DFS	120 points below DFS-

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
CA Science Test (CAST): GRADE 5: Spring 2019 CAST results will serve as a baseline	N/A	N/A	Spring 2019 Results pending	Will establish annual growth targets when results are released
CA Science Test (CAST): GRADE 8: Spring 2019 CAST results will serve as a baseline	N/A	N/A	Spring 2019 Results pending	Will establish annual growth targets when results are released
% of EL who progress in English Proficiency as measured by ELPAC (Summative)	15% CELDT	12.1% ELPAC	13% ELPAC	14% ELPAC
Increase English Learner reclassification rate as measured by ELPAC (Summative)	20.4% CELDT	25% CELDT	8% ELPAC	9% ELPAC
Increase Attendance Rates to >95%	95.3%	94%	>95%	>95%
Decrease Chronic Absenteeism rates by 1%	13.5%	20%	19%	18%

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Maintain Suspension Rate: <2%	0.6%	0%	<2%	<2%
Maintain Expulsion Rate: <1%	0%	0%	<1%	<1%
Maintain Middle School Dropout Rate: <1%	1.9%	1.1%	<1%	<1%

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MULTIPLE TYPES OF ASSESSMENTS: TEACH Academy of Technologies staff will implement multiple types of assessments, in order to monitor each student's: academic progress; identify their strengths and needs in

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		order to modify instruction; and identify the type of academic intervention needed. • **NWEA MAP ELA & Math**: 3 times/year Gr. 5-8 • Illuminate: bi-weekly Assessment • **UCLA MDTP for HS Math placement:** will administer to 8th grade students • Administer ICA's and IAB's In addition, our students will be administered the following state-mandated assessments: • ELPAC: Initial & Summative for EL • CAASPP ELA & Math: Gr. 5-8 • CA Science Test: 5 & 8 • Physical Fitness Test: Gr. 5 & 7

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		STAFFING, SERVICES & PROGRAM TO SERVICE EL STUDENTS: The Principal and Leadership Team will review and revise the EL Master Plan to align with the ELPAC; CDE/SBE Reclassification criteria guidance, and will research ELD curriculum for adoption. The ELD Coordinator will ensure that

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		all ELs receive appropriate, adequate and targeted designated and integrated ELD instruction across all grade levels. Our school will employ an **ELD Coordinator (credentialed teacher)** to provide Designated ELD Courses; and administer ELPAC Assessments. An **EL Instructional Assistant** will provide push-in and/or pullout academic support for EL. In addition, EL students will also have access to **after-school tutoring services**.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
Students with Disabilities	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>STAFFING, SERVICES & PROGRAM TO SERVICE SWD STUDENTS:</u> The **RSP Teacher/SPED Coordinator** will be responsible for developing; implementing and monitoring quality student-centered Individual Education Plans (IEPs) including documentation and adherence to requirements and timelines,

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		staffing and contracted services. TEACH Academy of Technologies program will provide improved outcomes and close the achievement gap for students with disabilities, and will coordinate, design, and provide for specialized and age-appropriate programs, services and supports for students. Program services will include providing Special education teachers, Instructional Assistants and support staff. Our RSP Teacher/SPED Coordinator and/or SELPA Provider will provide quality professional development opportunities for both certificated and classified staff to build capacity in providing high quality instructional opportunities for students with disabilities and administrator support training focused on understanding and leading high quality Individual Education Plans (IEPs) and translating those IEPs into high quality rigorous instruction for students with disabilities.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			

Powered by BoardOnTrack

Year	2017-18	2018-19	2019-20
Budget Reference			

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MTSS: STAFFING, SUPPLEMENTAL CURRICULUM, & PROGRAMS TO PROVIDE ACADEMIC INTERVENTION & SUPPORTS: TEACH Academy of Technologies will align academic interventions to core instruction; and grade level content to ensure all students

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		including unduplicated students, are on track towards grade level mastery, in order to narrow any achievement gaps. TEACH Academy of Technologies will employ **(2) Assistant Principals**. One AP, will serve as the Instructional Coach for all teachers; the other **Assistant Principal** will provide small group instruction for identified struggling students. The **(2) Math Instructional Assistants** will provide push-in support in every Math course (station rotation model), so that each class will have 2 adults in the classroom. **The Math Coordinator (credentialed teacher)** will solely teach Math intervention blocks for grades 5-8. Our school will continue to provide a Math Intervention Block for each IMP course. In addition, **ELA/Literacy Support Teacher** (Course) will be provided for all struggling students during the intervention block. Students will be identified for academic intervention based on CAASPP ELA & Math results, ELPAC, NWEA MAP, summative assessments, MDTP Results, academic grades and referrals from teachers. Our school uses **Illuminate** for benchmark assessments and to develop data-rich reports to measure program efficacy and identify students for academic

Comment [5]: Fund w/Title I

Comment [6]: Fund with Title I

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		intervention. Teachers will assign and students will use **Edgenuity MyPath** Intervention Program & **Achieve 3000** in conjunction with NWEA MAP assessments to differentiate instruction and provide targeted intervention. Students will also have access to Dreambox; and **Zingy Learning**. Intervention Lab Course will be as follows: • Math Lab (Leveled support): Intervention • ELA Lab (Leveled support): • Writing Lab (Leveled support/Achieve 3000) Intervention All teachers will provide after-school tutoring: 4 times/week. Our school will also provide an **after-school academic and social enrichment program** funded via All Stars After-school Program (ASES grant). In addition, students will have access to **before school tutoring** and on non-instructional days, services in partnership with the **Youth Policy Institute (YPI) funded by the 21st Century Grant.**

Comment [7]: Will be funded by PCSGP from the ES.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth, and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		MTSS: STAFFING, SUPPLEMENTAL CURRICULUM, & PROGRAMS THAT PROVIDE SOCIAL-EMOTIONAL/BEHAVIORAL SUPPORT/INTERVENTION: TEACH Academy of Technologies will be in its initial year of MTSS Implementation and will

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		administer **Panorama Surveys,** to be used as a social-emotional universal screener. The **Counselor** will provide social-emotional counseling services and will refer up to 75 students to Hope Street Mental Health and Tessy Cleveland Psychologist. Our staff will continue with PBIS training at LACOE (Year 2). The **Dean of Students** will focus on schoolwide discipline Our school will continue to use **Kickboard,** a tool for teachers and administrators to collect, analyze and share data regarding their students' academic and behavioral performance; which includes grades, standards mastery, reading growth, prescribed interventions, rubric observations, attendance, student behavior and character strengths.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>TECHNOLOGY</u> TEACH Academy of Technologies will continue to implement a 1:1 student to device ratio schoolwide. The Principal and **IT Specialist** will conduct an annual needs assessment based on technology needs and annual grade level

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		growth of our school. For the upcoming year, the following purchases are projected: • *Projectors* • *Chromebooks* • *Laptops for staff* • *Wi-Fi cost*

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		STAFFING, PROGRAMS, STRATEGIES & ACTIVITIES TO PROMOTE A POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & ENSURE A SAFE SCHOOL ENVIRONMENT: TEACH Academy of Technologies educational program will provide all students with an

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		engaging learning experience, and a safe, positive school climate and learning environment through the implementation of the following: • **Field Trips aligned to the standards:** Provide students with experiential learning opportunities. • **Student-led Conference** (each semester) • Presentation of Learning: Annually • Monthly "Way to go Wednesday," walking field trip to Jesse Owens Park for the most improved, most outstanding, and student who personifies the character pillar of the month) • Guest Speakers: Cyberbullying, bullying, character Pillar Awards • **Campus Aides (4)** provide supervision during the instructional day (2) per site. • **Competitions: Mock Trial, Hack-a-Thon** Review and revise the school's Comprehensive School Safety Plan and make necessary purchases including: **emergency supplies and equipment (Defibrillator)**

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

Engage parents, families, and members of the community as partners through education and communication to support student academic achievement, the school's mission/vision, and provide a safe, supportive, inclusive, and positive learning environment for all.

State and/or Local Priorities addressed by this goal:

State Priorities: 1,3,6

Local Priorities: 3,6

Identified Need:

There is a need to strengthen parent involvement and engagement to improve student academic outcomes, school connectedness and safety.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Administer Facility Inspection Tool (FIT): Score Good or Exemplary	Good	Good	Good	Good
Parents will have input in decision-making (including Unduplicated students, and Students with Disabilities: School Site Council (SSC): Outcome Met	Met	Met	Met	Met

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Provide opportunities for parent participation for families including Unduplicated students, and Students with Disabilities: Outcome Met	Met	Met	Met	Met
Increase participation rate on parent survey on the sense of safety and school connectedness.	N/A	Administered	Administered*	* See comment below
Increase participation rate on student survey on the sense of safety and school connectedness.	N/A	Administered	Administered*	* See comment below
Increase participation rate on staff survey on the sense of safety and school connectedness.	N/A	Administered	Administered*	* See comment below

Note:

* YouthTruth surveys were administered to parents, staff and students. However, upon analyzing survey results, participation rate for each survey is not clear. Therefore our school will administer Panorama surveys for the 2019-20 school year for students, staff and parents.

Planned Actions / Services

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners, Foster Youth and/or Low Income	LEA-wide	All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		METHODS BY WHICH PARENTS PARTICIPATE IN DECISION-MAKING: In order to promote and elicit parent input in decision-making, TEACH Academy of

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		Technologies will host and facilitate SSC, and ELAC Meetings during the school year with annual elections to include parents, staff and teachers. TEACH Academy of Technologies will continue to adhere to the requirements of AB716, and the school's LCAP will serve as its School Plan for Student Achievement (SPSA). During the school year SSC and ELAC will provide input/feedback on the LCAP Actions/services and monitor annual measurable outcomes. This is an opportunity for parents and community members to provide input on student programs and the allocation of Title funds.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans):

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		<u>OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION AND COMMUNITY OUTREACH:</u> As part of TEACH Academy of Technologies Initial implementation of MTSS our school staff and **Parent Coordinator** will partner with parents (including unduplicated pupils and Students with Disabilities) to support student achievement. Parent engagement opportunities will include:

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• Hosting **Parent education workshops** on a multitude of issues including but not limited to: Attendance/chronic absenteeism; Understanding & Deciphering ELPAC results, etc. • Communicating with families using **Parent Square** • Hosting **Coffee with the Principal**: to provide updates on upcoming events, issues and forum for parents to provide input. • Obtaining input and feedback from parents via annual parent survey. • Translation services will be available at all parent meetings, schoolwide events, and upon request. • Maintain **school's website** to communicate with students/families • Subscribe to **School Mint** – online school enrollment/registration forms. • The **Attendance & Engagement Coordinator** will conduct home visits and monitor student absences in an effort to reduce chronic absenteeism rates.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			
Source			
Budget Reference			

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans):
All	All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		FACILITIES TEACH Academy of Technologies strives to provide a safe, clean, and well-maintained school site for all students and staff. In order to accomplish this the following will take place:

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• **Facility leasing expenses** • **Facility maintenance, repairs and janitorial staff** • **Furniture replacement** • Administer annual FIT Report

Budgeted Expenditures

Year	**2017-18**	**2018-19**	**2019-20**
Amount			
Source			
Budget Reference			

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$	%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

2018-19

The following Increased or Improved Services for Unduplicated Pupils and funded using Supplemental & Concentration Funds:

Longer Instructional School Day & Longer Instructional School Year (Teacher Supports:) TEACH Academy of Technologies will employ 13 Classroom Teachers who are appropriately credentialed and assigned. Our academic calendar includes 184 instructional days (54,000 instructional minutes) that far exceeds the state requirements by 10,110 instructional minutes. The design of the academic year and professional development supports the mission of the school – provide students with a rigorous Common Core State Standards-based college preparatory program in order to prepare them to succeed in the real-world through project-based learning, and internships. The TEACH Academy of Technologies student population is largely under-served – on average TEACH Academy of Technologies students are 67% Hispanic/Latino, 32% African-American with an overall 95% of students qualifying for free or reduced-price meals, and an average of 21% of students are English Learners.

To begin planning for the year, teachers report in August for professional development. The paid professional development days before, during, and after the school year ensure our teachers receive training and development necessary to support the critical interventions necessary to create the excellent instructional practice to support our students learning. School-wide goals are developed in the summer with a scope and sequence. Teachers who are new to the profession meet with the Assistant Principal to provide instructional coaching on a weekly basis; while experienced teachers meet with the principal on a bi-weekly/monthly basis.

With the implementation of the Common Core State Standards, our professional development has focused on ensuring all teachers know and understand the ELD Standards, SDAIE strategies instructional strategies to improve instruction for our at-risk student population, trauma-informed practices, Dweck's Growth Mindset, PBIS, and newly adopted standards-aligned curriculum.

Professional development for all teachers will take place during the academic year, as follows:

- Provide 10-days of Summer Professional Development for all teachers.
- Provide 2 days of Professional Development on non-instructional days: (NWEA, Data Analysis, WASC, EL Supports)
- Provide weekly Professional Development for 2 hours (Wednesdays).

Our instructional program is geared to all learners with instructional strategies for our EL's and at-risk low-performing students that includes:

- An extended block of instruction for ELA
- An extended block of instruction for Math
- Weekly intervention block for ELA & Math
- In addition, to state-mandated assessments (CAASPP ELA & Math: Grades 5-8, CELDT: Initial only, ELPAC: ELL only, Physical Fitness Test Grade 5,7, & California Science Test (CAST). TEACH Academy of Technologies staff will implement multiple types of assessments in order to monitor each scholar's: academic progress; identify their strengths and needs in order to modify instruction, and identify the type of academic intervention needed. NWEA MAP ELA & Math Assessments: 2x times/year Interim Assessment Blocks: 2-3 times/year Illuminate benchmark assessments

ACADEMIC INTERVENTIONS: To support TEACH Academy of Technologies' program of academic interventions, our team includes a Counselor, Principal, Assistant Principal, 1 instructional assistant, and SPED Coordinator. The Leadership Team will meet biweekly to review, analyze and discuss schoolwide/student achievement data.

The following outlines how TEACH Academy of Technologies assesses students for intervention and a description of the types of intervention strategies that our school will implement. Using our data-driven instructional program, our school will scale SST Program for academic and behavioral programs for unduplicated pupils. Our Leadership Team is currently researching a structural framework for a student support team, such as the Multi-tiered System of Supports (MTSS) for implementation.

1. Administer diagnostic assessment in ELA & Math.

2. Administer NWEA MAP ELA & Math: 3 times/year.

3. Review of student work samples collected by teachers.

4. Based on an analysis of data, students may be placed in an academic intervention course for ELA or math. An Individualized (Personalized) Learning Plan (ILP) is developed by the SST and monitored by the Counselor on an ongoing basis.

5. Teachers will differentiate instruction in the classroom. Instructional assistants will support the credentialed teacher under the supervision of the Assistant Principal. A total of 1 Instructional Assistant will provide push-in/pullout academic support and intervention. The Principal will provide teachers with coaching on the use of effective strategies for EL, differentiation and ELD Standards.

6. Period 6 Intervention Block: A 2-hour course that meets twice per week to provide students with academic support and intervention in ELA, Math, or any core subject.

TEACH Academy of Technologies will administer the following assessments and utilize the following web-based programs for intervention:

- Triumph Learning
- Khan Academy
- Power My Learning: an online platform that differentiates and personalizes lessons.

TEACH Academy of Technologies Charter School provides students with academic intervention (tutoring) after school (daily) via the All Stars After School Program. as part of the academic and social enrichment program.

SOCIAL-EMOTIONAL SUPPORT SYSTEM TEACH Academy of Technologies' project-based learning environment integrates a rigorous College Preparatory curriculum and a character education program to prepare students to thrive in school, college and the world. This curriculum guides students with the life skills necessary to communicate effectively, make informed decisions and set goals. Using our data-driven instructional program, our school will scale SST Program for academic and social-emotional/behavioral programs for unduplicated pupils. Our Leadership Team is currently researching a structural framework for a student support team, such as the Multi-tiered System of Supports (MTSS) for implementation.

Established curriculum such as Overcoming Obstacles Character Education Curriculum is flexible to fit into core courses, advisory, and summer programs, in counseling sessions and college and career prep courses. The Overcoming Obstacles curriculum is organized into middle and high school programs, each beginning with the three fundamental skills on which all other skills can be built: communication, decision making, and goal setting. Because of the modular format, teachers are able to teach the curriculum from start to end, and/or select specific modules that best suit the school/students. Modules include respect; teamwork; citizenship; the technique for addressing bullying; preparing for college and career; conflict resolution; problem-solving; confidence building; and time management.

10 Character Pillars: will be presented and discussed during Advisory and at monthly assemblies led by the school Principal.

Positive Behavioral Interventions and Supports (PBIS): is an evidence-based, data-driven framework proven to reduce disciplinary incidents, increase a school's sense of safety and support improved academic outcomes. The premise of PBIS is that continual teaching, combined with acknowledgment or feedback of positive student behavior will reduce unnecessary discipline and promote a climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted and individualized interventions and supports to improve school climate for all students.

Speaker series: Our school will continue to host guest speakers on a variety of topics ranging from social, cultural, family, and community issues, relevant to our student's experiences that align with our Character Education Program and our school's mission.

Restorative Justice: Social-emotional and behavioral issues are addressed using the Restorative Justice model, and one-on-one counseling led by the school Counselor.

Counseling Services: are provided by our counselor. If necessary our school contracts social-emotional counseling services with the school Psychologist on an individual basis.

ELD PROGRAM

TEACH Academy of Technologies will review and revise its EL Master Plan to align with the CDE's recent reclassification guidance; shift from CELDT to the implementation of the ELPAC; ELD Curriculum and supplemental materials, in order to ensure that all ELs receive appropriate, adequate and targeted ELD designated and integrated instruction. The school's CELDT Coordinator (Credentialed teachers) will administer the CELDT and ELPAC. The School Director and teachers will review, analyze and closely monitor the academic progress of all ELL using multiple forms of data from assessments to ensure academic growth in ELA and math.

STUDENT ENGAGEMENT In order to provide students with life skills and relevant learning experiences outside of the classroom, our school will host and/or provide the following:

1. Provide field trips aligned with the content standards, to provide students with experiential learning experiences.

Courthouse Museums

2. As part of our school's college-going culture, all students will visit a college-university annually.

3. Provide students with leadership opportunities through Scholar Council.

4. Offer after-school social enrichment program: Mock Trial, after-school art class, and Track and Field.

5. Host guest speakers from various occupations to expose students to numerous career options. - Career Day

6. Continue to develop and maintain partnerships with: The Constitutional Rights Foundation who runs the Mock Trial Program Cops & Kids Program that works to develop a positive relationship with the community; Expanding Horizons Internship Program: provides students with internships at local law firms. Asomugha Foundation: Provides college trips and college readiness activities/ YMCA: provides our grade 9 students with free membership including a camping trip (as a result of our co-location site).

SCHOOL CLIMATE & SAFETY TEACH Academy of Technologies will implement the following actions and services to ensure all students are provided with a safe, welcoming and positive learning community that exudes a Culture of High Expectations and Culture of Respect,

- The Leadership Team will annually review and revise the Comprehensive School Safety Plan and provide training/in-service on the Safety Plan, and monthly drills that will be documented.

- The principal will develop a supervision schedule that includes supervision: before/during and after-school.

- TEACH Academy of Technologies will implement the following character education program: that includes:
- Overcoming Obstacles Character Education Curriculum
- Character Pillars that the school was founded on

4. Assemblies will take place monthly to recognize students for the following: exuding positive character traits/behavior, perfect attendance, “most improved” and “most outstanding” led by the Assistant Principal.

5. Our school will host the assemblies/workshops on the following topics: Bullying, restorative justice/practices, cyber-bullying, Internet safety, etc. led by the Assistant Principal.

OPPORTUNITIES FOR PARENT PARTICIPATION TEACH Academy of Technologies will provide the following opportunities to engage parents of unduplicated pupils as partners in their child’s education. They include:

1. Provide parents with opportunities to participate/volunteer at schoolwide events.

2. TEACH Academy of Technologies will employ a parent liaison to facilitate parent meetings, schoolwide events and workshops for parents, provide translation services, and communicate with parents.

3. Host workshops for the parents on the following topics:

- How to support my child academically
- Positive Discipline
- Understanding CAASPP results
- Preparing for College

Host Coffee with the Principal on a monthly basis.

Administer an annual parent survey to gather input and feedback on the sense of safety and school connectedness. Teachers will meet and/or communicate with parents of students who failing or in danger of failing a course (Every 6 weeks). Teachers will participate in the school-wide welcoming call to parents and continue this process throughout the school year.

The Events Coordinator will be in charge of maintaining the school's website and social media on a regular basis as a tool to communicate with parents.

2017-18

The Supplemental and Concentration Funds are being expended on actions and services that are principally directed toward unduplicated student groups.

- Goal 1, Action 1; Professional Development for teachers: 10-days summer: 2 Non-instructional days during the school year; and academic intervention block during the school year.
- Goal 1, Action 3: Additional internal assessments that will be administered in Reading, language and Math to monitor student progress and identify areas for growth)
- Goal 1, Action 4: The Academic Intervention Team: comprised of the College Counselor, Assistant Principal, Principal, SPED Coordinator and 1 instructional assistant will provide academic intervention during the school day; and additional academic support will be provided during the after-school tutoring program.
- Goal 1, Action 5: The Social-emotional Support System comprised of the Principal, Counselor and Psychologist who will provide socialemotional support, implement PBIS and Restorative Justice schoolwide (including training)
- Goal 2, Action 1: Professional Development for entire teaching staff and Instructional Assistants on: effective strategies such as differentiation, newly adopted curriculum, analyzing data, NWEA MAP, and PBIS)
- Goal 2, Action 2: CELDT/ELPAC testing coordinator, who will administer assessment, assess EL for reclassification, academic support and meet with the Assistant Principal to provide data.
- Goal 2, Action 5: Provide students with field trips to colleges/universities, and leadership opportunities.
- Goal 3, Action 1: Implementation of Overcoming Obstacles Character Education Curriculum, and incentives as part of our schools positive discipline program.

- Goal 3, Action 3: The parent liaison will outreach to parents of unduplicated students, provide translation services and facilitate parent meetings and workshops.

The Principal and Assistant Principal will provide all teachers with coaching, conduct observations and professional development on implementing effective research-based strategies in working with ELL, Low-Income, Foster Youth including reading strategies, differentiation, scaffolding, writing strategies, that will benefit all students. Unduplicated student groups who are scoring below their peers in ELA and Math will benefit from these strategies, which hare specially designed to increase student engagement and access to the rigor of the CA. State Standards.

Coversheet

Executive Compensation

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	E. Executive Compensation
Purpose:	Vote
Submitted by:	
Related Material:	TEACH Public Schools Executive Salary Summary 2019.pdf

TEACH Public Schools Executive Salary Summary 2019 – 2020

Chief Executive Officer
$43,755 Salary Per Year
10% Health, Dental, Vision & Life Insurance Benefits Cap
2.5% 403b Match
CALSTRS- $7307

Superintendent
$156,270 Salary Per Year
10% Health, Dental, Vision & Life Insurance Benefits Cap
2.5% 403b Match
CALSTRS – $26,097

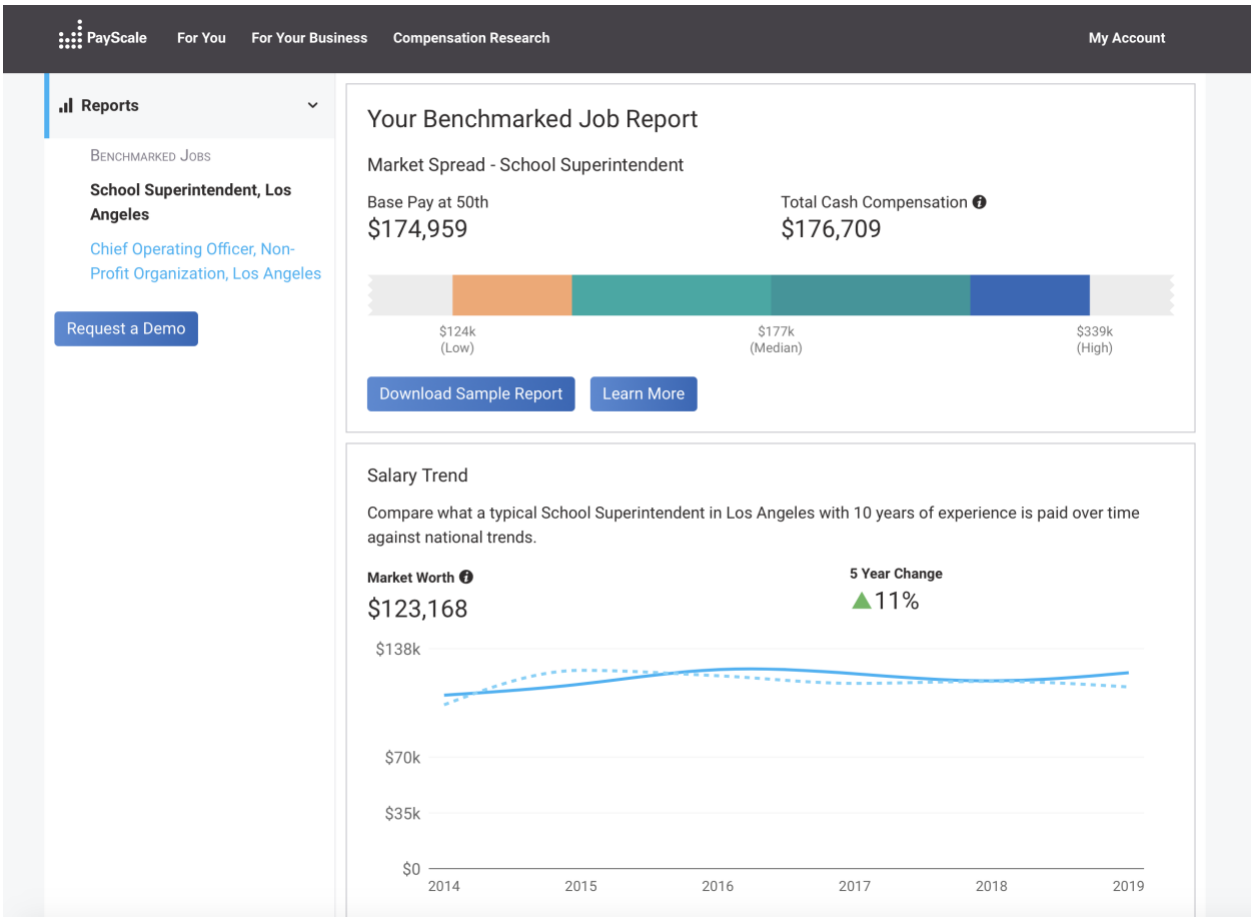
Chief Operating & Financial Officer
$136,738 Salary Per Year
10% Health, Dental, Vision & Life Insurance Benefits Cap
2.5% 403b Match
CALSTRS - $22,835

Market Data

Los Angeles based Non Profit Charter School Management Organizations with three schools and between 800-1200 students. Data pulled from PayScale, 990Finder, and available board minutes.

Superintendent/Executive Director

PayScale Report – Median Salary $174,959 / Market Worth $123,168
Comp Org Data (Three School Los Angles based CMO)
Bert Corona - Executive Director $175630.61 (2016)
STEM Prep – Executive Director $200,000.00 (2018)



Chief Operating & Financial Officer

PayScale Report – Median Salary $152k / Market Worth $154,907
Comp Org Data (Three School Los Angles based CMO)

Bert-Corona – COO Salary Per Year $139,111.32 (2016)
Citizens of the World LA - COO/CFO - Salary Per Year $170,000 (2019)
STEM Preparatory- COO - $118,450 (2018)

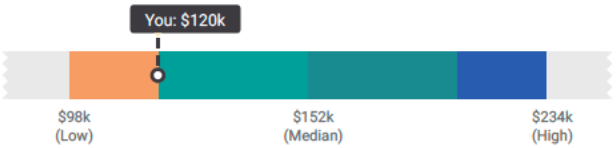
Your Current Pay

Range

$98k - $234k

Difference from Median

▼ $32k



You're making less money than 75% of people like you

Your Market Worth Over Time

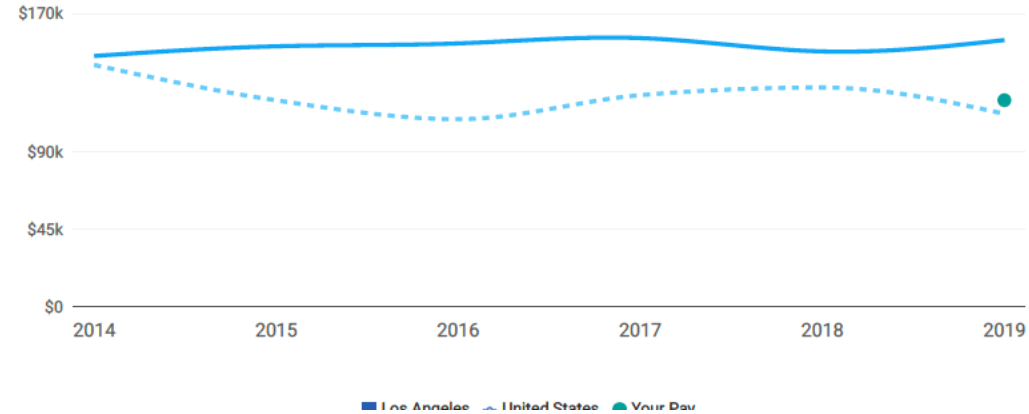
Compare what a typical Chief Operating Officer (COO) in Los Angeles with 5 years of experience is paid over time against national trends.

Your Market Worth

$154,907

5 Year Change

▲ 6%



Coversheet

2019-2020 Back Office Contract

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: F. 2019-2020 Back Office Contract
Purpose: Vote
Submitted by:
Related Material:
Charter Impact Back Office Services [RFP No. 2019-1][Charter Impact] for TEACH Public Schools - 051419.pdf

CHARTER IMPACT

April 15, 2019

Mr. Matt Brown, CFO/COO
TEACH Public Schools
1846 W. Imperial Hwy.
Los Angeles, California 90047

Dear Matt,

Thank you for the opportunity to submit a proposal for business management services for TEACH Public Schools. We are thrilled at the possibility of continuing to work with you. Charter Impact provides a variety of business management services to charter schools and non-profit organizations nationally and we pride ourselves on our hands-on approach and top-notch customer service.

As you know, our team is well-versed and experienced with the needs of charter schools, CMO's and complex organizational structures and we offer customized solutions accordingly. Our company's style combines a professional and friendly feel, with personalized service being our number one priority. Our goal is to provide timely and accurate financial reporting as well as insight and guidance in a way that only an experienced financial professional and CPA can. We also focus on providing the professional development and tools necessary to empower board members and executives to make the best business decisions possible for their organization.

Please contact me, as the primary liaison to TEACH, with any questions or comments regarding our proposal or our services. We are willing and able to perform the services described in the Back Office Services RFP (no 2019-1) and the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in the RFP.

By signing this cover letter, I certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Sincerely,



Spencer C. Styles, C.P.A., M.P.A.
President and CEO
Charter Impact, Inc., Sub-Chapter S Corporation
FIEN: 27-4171950, Corp Number: 3334639
sstyles@charterimpact.com

15760 Ventura Blvd., Suite 960
Encino, CA 91436

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info@charterimpact.com
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CHARTER IMPACT

A: Attachments Checklist

ATTACHMENTS
Attachment A

Attachments Checklist

Charter Impact
Proposer Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to TEACH. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Section	Title
✓ 1	Cover Letter
✓ 2	Table of Contents
✓ 3	Attachments Checklist
✓ 4	Minimum Qualifications
✓ 5	Proposal Questionnaire
✓ 6	Proposer References
✓ 7	Authorization Agreement
✓ 8	Fee Proposal

CHARTER IMPACT

B: Minimum Qualifications

Attachment B

Minimum Qualifications

A Proposer must meet all of the following minimum qualifications to TEACH's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of June 1, 2019, both the Proposer's company and its key personnel meet all of the following minimum qualifications:

1. The Proposer has at least three years of experience with providing back office services.

   Yes ✓ No _____

2. The Proposer has knowledge and experience working with California charter schools.

   Yes ✓ No _____

3. The Proposer has professional references that demonstrate and evidence the ability to perform the required services.

   Yes ✓ No _____

4. The Proposer is licensed to do business in the state of California.

   Yes ✓ No _____

CHARTER IMPACT

C: Proposal Questionnaire

Attachment C

1. **Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.**

Charter Impact is honored to submit a proposal for back office services to TEACH Public Schools. We are a mission-driven business partner dedicated to empowering charter schools and non-profits with professional, personalized financial management and operational support.

Charter Impact specializes in providing insight and guidance for complex organizations in a way that only experienced business advisors and CPAs can. Our team has an extensive background in finance, public accounting, auditing, grant management and technical consulting, which has helped us understand and identify the challenges facing mission-driven individuals and organizations, and shape and inform how all Charter Impact staff are trained.

From our years of experience serving you in this capacity, we understand first-hand the level of involvement and direction that TEACH leadership has exerted over the organization's finance and business operations in the past, and we hope to continue to support you with the most accurate and efficient advisement and service as you grow.

> "The Charter Impact team has an uncanny ability to break down complex financial information. They do a great job balancing prudent fiscal management with creative problem-solving."
>
> **VALERIE BRAIMAH, EXECUTIVE DIRECTOR**
> CITY CHARTER SCHOOLS

We feel confident that Charter Impact will continue to be an excellent partner for TEACH at this point in its development, and that we can provide a competitively priced service offering with the highest qualifications and service capabilities.

We believe that clear and transparent expectations and objectives are the best foundation upon which to build a strong relationship, and we thank you for your thoughtful consideration.

Our Model of Service

Our model of service resembles more of a hand-in-hand partnership than a "back" office company. We believe that what separates us from other firms is our ability to go several steps beyond producing financial statements and presenting them at Board meetings. To do so, we

work very closely with our clients, and are in consistent contact with them throughout the month. We aim to provide support as a true business partner, and we excel in communicating and integrating seamlessly with client staff - from the principal officers, to the Board, to individual school site support staff.

Charter Impact has highly developed procedures, practices, and methodologies that can support TEACH's mission and vision, and we customize internal controls and procedures based specifically on individual client needs. Our focus on sound internal controls, with an eye toward incorporating the highest degree of client efficiency and industry best practices provides the utmost security for client assets and financial stability, without overburdening client staff with unnecessary red tape.

We believe that strong financial management is a tool that can give small organizations the confidence and focus of big ones. It is our duty to address changing financial conditions, requirements and regulations in advance, discuss them with our clients as they happen, and report them in real-time, not a month or two after the fact. By bringing the expertise and expectations gleaned from nonprofit, for-profit and government programs, we help improve and refine the financial process for charters.

As TEACH continues to adapt to changing conditions, it will be critical to have support from a team of professionals experienced in managing charter schools as well as affiliated non-profit organizations such as CMO's, facility holding companies and foundations. Having our team at your disposal will allow you to manage growth effectively and efficiently, and we will work with you to assist in the long-term strategic planning of the organization to ensure success.

2. **Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing back office services (bookkeeping, internal and external reporting, budgeting, payroll, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with providing any similar services.**

Charter Impact was founded in 2010, and Spencer Styles took the helm as President and CEO in January 2014. We currently have 62 employees, 95% of whom are based in our Los Angeles office, and we currently serve approximately 60 clients in a full back-office business management capacity.

We are growing quickly, which is a direct result of our reputation for doing accurate, highly collaborative work with strong organizations. We aren't a large company with multiple

locations, and our clients don't feel like nameless, faceless numbers. Because we're small, there is an expectation for everybody at Charter Impact to dig in together to accomplish the work.

Part of our strength is derived from the diversified background of our company leadership. We have vast experience both in the charter industry *and* outside of it, and we bring our wide experience across multiple industries and corporate structures to drive best practices. Our team's technical skills span *all* non-profit accounting, and we are well-versed in managing not only stand-alone schools, but also CMOs, facility holding companies and foundations. We have the technical skills to talk in depth about what is happening in the financials, and how they are impacted as things change.

> "The Charter Impact team has been extremely attentive and patient. They are willing to go above and beyond so we truly understand our budget and how funding works."
>
> **KRISTIN KRAUS,**
> **DIRECTOR OF FINANCE & OPERATIONS**
> SOAR CHARTER ACADEMY

Our company structure is not top-heavy, and we haven't spent substantial time or energy on marketing and advertising. Our growth has come from word-of-mouth, and we are proud of our growing reputation within the charter community for our ability to manage extremely complex and sophisticated organizations. As we grow, we will keep our focus on serving our clients in the most ethical, economical, professional, and proactive way.

3. **Provide a general description of your company's experience with California charter schools.**

Charter Impact has been working with California charter schools since 2010 and members of our leadership team have charter roots that extend even longer. Our experience in working with clients' authorizers includes the largest district in the State (as well as some of the smallest), county offices of education and the CDE directly. Our team has an extensive background supporting standalone charters schools, large and small CMOs, and foundations.

Charter Impact's array of services provides all of the support that you would expect from an in-house finance/accounting department. This includes not only the accounting, accounts payable and payroll, but also assistance with reviewing contracts, ad hoc financial analysis, support with vendor negotiations, assistance with facility financing, and management of lender relationships. Our clients look to Charter Impact as a leader in providing management and advisory services that support our focus on a mission-centric, personalized delivery model. We help our clients

navigate from start-up through strategic growth and into long-term sustainability. Our team of CPAs and CPA-eligible staff strive to achieve financial process integration and alignment to enable cost reduction, increase controls and reliability, and heighten confidence in financial information.

As our clients strive to meet the demands of stakeholders, Charter Impact helps develop and support fiscal strategies, manage risk and compliance, and utilize business intelligence and analytical capabilities. Our professionals bring direct hands-on knowledge of standards for charter school and non-profit systems, internal controls and financial reporting.

Additionally, we work with various independent auditors throughout the State. Our goal is to shoulder the load as much as possible to make our clients' lives easier. That means other than a visit from them to test attendance procedures, onsite cash collection or ASB activity, we are the main contact for the auditors and coordinate all of the work on your behalf. We have had zero financial control deficiencies related to any operational item that we are responsible for managing. 100% of our clients have received unqualified (or "clean") audit opinions.

The stories below provide a sample of what we have helped our clients accomplish recently. If we were to be selected as the provider for TEACH, we would continue to work to accomplish similar gains for your organization. In terms of direct relevance, we believe that providing the most insightful guidance with the most accurate and timely support can lead to any number of unique benefits depending on the characteristics and challenges of each organization.

- **$1.5 million in debt reduced to $0:** Life Source International Charter School joined Charter Impact in September 2015 carrying $1,500,000 in revenue anticipation notes due on September 20, 2015. Through a detailed review of the school's operations and a revision to the budget, we created and implemented a refinancing plan and monthly cash management tool which enabled the school to ***completely eliminate its debt by May 31, 2016***. The school is now pursuing permanent financing to purchase a facility - something that was not previously possible.

- **New $48.7 million school facility:** The Palmdale Aerospace Academy was weighing various financing options for its new 165,000 sq. ft. facility. Through our leadership and process management, we secured a tax-exempt bond issuance even though the school was only in its fourth year of operation. After successfully receiving a "BB" rating from Standard & Poor's, we achieved a 4.70% interest rate for the 30-year term. This ***saved the school $80 million in rent payments*** over the term as compared to the other proposed financing options. The school broke ground in April 2016 and moved into its new home in the Fall of 2017.

- **Two successful State Board appeals**: Both Academia Avance and Prepa Tec Los Angeles High School faced an uphill battle on approval of their renewal and new charter petition, respectively. After being denied at the district and county levels, we stood and fought with both schools, creating detailed financial plans, responding to inquiries and presenting to the State Board in Sacramento. ***Both schools won their appeals***.

- **Innovative financing sources:** As Inspire Charter Schools continued to grow by leaps and bounds, the delay in how the State calculated revenue payments began to take an enormous toll on the organization's cash flow. The cost of traditional receivable sales for the second half of the 2018-19 school year was projected to be $2.6M. Using a creative financing structure not often seen with charter schools, Charter Impact was able to guide Inspire through the issuance of Revenue Notes through a conduit bond program under the California School Finance Authority (CSFA). ***The resulting 5-month notes saved the organization $1.45M in borrowing costs.***

4. **Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.**

Charter Impact has a clear and thorough understanding of the needs to be met through this engagement. We have a deep understanding of the needs and expectations of TEACH, and that we would be expected to perform substantial exemplary forecasting so that the internal TEACH team can plan accordingly.

It's impossible to express the collaborative nature of a partnership with Charter Impact in bullet points. All tasks referenced in this proposal are truly the bare minimum. Charter Impact staff participate and engage in supporting clients at a uniquely close and impactful level. Our clients' pain points are our pain points. As such, it is in our best interest to work diligently to ensure all systems, processes, procedures, and interactions are as seamless and efficient as possible.

A primary benefit of partnering with us is the prominent level of access and interaction clients have with our staff. The service we are providing is not a software platform; it's real-time access to a team of accomplished accounting professionals who take client service seriously.

To operate a school efficiently, school leaders cannot wait for regularly scheduled monthly financial reports. To that end, and to maintain proper communication and provide a level of service consistent with our mission, all emails received MUST be responded to within 24 hours (this includes emails within our internal team as well). If it will take longer than 24 hours to respond with the requested information, staff are required to, at the least, send a response acknowledging receipt and alert the requester as to when they will be able to respond fully.

We believe that our role is to help guide and train our clients in how to read and interpret financial information so they can best serve their students and school communities. While we do not intend to turn every client staff member into an accountant, we have found that the more equipped school leadership is, the better decisions they make.

Our clients inevitably become more comfortable with financial models and processes over time, reducing the *"I don't know what I don't know"* factor of back-office dependence. While we believe that our expertise and efficient service methodology serve as a huge value-add for our clients, it does not put them into a dependent position or mindset.

5. **Provide a complete list of organizations or schools that have discontinued or terminated your company's services in the last five years and the reason(s) why.**

Charter Impact has off-boarded only three clients since Charter Impact came under Spencer Styles' leadership. The first was Alta Public Schools. Alta was one of Charter Impact's very first clients, and they had originally started as a single elementary school. By the 2015-16 school year, the organization had successfully grown to three independent charter schools serving grades K-12. Due to the increase in size, the organization elected to bring all of their accounting and financial operations in-house. However, Alta's leadership had been so pleased with Charter Impact's service methodology, they selected and hired the Charter Impact Accounting Director who had been working with them to build their internal accounting department from scratch. As a part of this transition, Charter Impact remained on-board with Alta in a consulting capacity for a full year to ensure their internal department could successfully stand on its own.

The second Charter Impact client to off-board was CORE Placer Charter School. Charter Impact began its work with CORE as a part of a merger-style management change with another charter school operator that is currently a Charter Impact client. Because the management was changing, it made sense to bring accounting and finance under one roof. However, three months into the 16-17 school year, the relationship between the two charter school operators dissolved. CORE was pleased with the service received from Charter Impact and elected to continue as a Charter Impact client through the rest of the school year prior to converting back to another service provider in their local vicinity.

The third is Growth Public Schools. The school began operations in the 2017-18 school year and had selected Charter Impact as the business management firm. After working with the school during the pre-opening period and the start of the academic year, Growth's Chief Operating Officer came to the decision that she preferred a management style that did not match Charter Impact's hands on approach. After several discussions with the school, the decision was made to part ways. Charter Impact continued to support the school into its second year to ensure a smooth transition to its new service provider.

6. **Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.**

Please refer to Appendix B, where you will find Charter Impact's current Organizational Chart and Client-Facing Support Team Chart, clearly showing the lines of communication between roles and departments. We have also included complete job descriptions for relevant Director-level through Manager-level positions to give TEACH a sense of the duties as well as the depth of specialized expertise our staff provides in each role.

7. **Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.**

Charter Impact, Inc. is a privately-help S-corporation, of which Spencer Styles is the sole shareholder. As such, the company's financial records and historical tax returns are highly confidential and are not released as a part of an RFP process for prospective clients. However, we do understand the rationale behind the request. We can provide assurance to TEACH, as well as the rest of our existing and future clients, that Charter Impact always has and always will operate in a financially prudent manner.

Our internal budgeting process is significantly more conservative than even the guidance we offer clients to ensure that our fiscal stability will not be an area of concern for our clients. To that point, Charter Impact has been profitable in every year of its existence and maintains a budgeted net income going forward. We have never had any issues with collection of receivables and have no debt. Furthermore, Charter Impact maintains a minimum of 60 days cash on hand to safeguard against any cash flow timing delays from our clients.

8. **Provide a recommended transition plan that describes the steps the Proposer will take to begin providing the services described in this RFP.**

No transition plan would be necessary as TEACH is a current Charter Impact client.

CHARTER IMPACT

D: Proposer References

Attachment D

Proposer References

List at least two references to which the Proposer has provided back office services within the past five year(s).

Reference 1		
Name of Reference: City Charter Schools		
Street Address: 11625 W. Pico Blvd.		
City: Los Angeles	State: CA	Zip Code: 90064
Contact Person: Valerie Braimah	Contact Title: Executive Director	Contact Phone Number: 818-877-3557
Brief Description of Services Provided: Full business management, payroll and student data services		
Dates of Service: 7/1/12 - present		
Reference 2		
Name of Reference: The Palmdale Aerospace Academy		
Street Address: 3300 E. Palmdale Blvd.		
City: Palmdale	State: CA	Zip Code: 93550
Contact Person: Dr. Laura Herman	Contact Title: Headmaster	Contact Phone Number: 661-273-3680
Brief Description of Services Provided: Full business management, payroll and student data services		
Dates of Service: 11/18/13 - present		
Reference 3 (optional)		
Name of Reference: Aspen Public Schools		
Street Address: 1400 E. Saginaw Way		
City: Fresno	State: CA	Zip Code: 93704
Contact Person: Terri Martin	Contact Title: Business Director	Contact Phone Number: 559-225-7737
Brief Description of Services Provided: Full business management, payroll and student data services		
Dates of Service: 10/1/16 - present		

CHARTER IMPACT

Authorization Agreement

Attachment E

Authorization Agreement

Request for Proposal for Back Office Services
RFP No. 2019-1

We, **Charter Impact**, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for TEACH.
5. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Company Name: Charter Impact, Inc.

Address: 15760 Ventura Blvd., Suite 960

City: Encino State: CA Zip: 91436

E-mail Address: sstyles@charterimpact.com

Web Site Address: www.charterimpact.com

Name of Authorized Representative: Spencer Styles

Title of Authorized Representative: President & CEO

Signature of Authorized Representative

Date Signed: 4/15/19

CHARTER IMPACT

Fee Proposal

Attachment F

Fee Proposal

COST BREAKDOWN

Proposer Instructions

- Provide a breakdown of all costs included in the fixed price, including personnel costs.
- **Clearly identify all costs**

Item #	Description of Services	Annual Cost
1.	Business Management Fee - $200K annual fixed fee	$ 200,000
2.	Payroll Processing - variable by employee count	$ variable
3.	Student Data Support - $130 per hour as needed	$ variable
4.	Reimbursement for client-requested FedEx shipments	$ variable
5.	Rush AP check processing fee - $75 per occurance (reg. schedule is weekly)	$ variable
6.	Implementation Fee	$ 0
7.		$
8.		$
	GRAND TOTAL	variable

The term of the initial contract would be from July 1, 2019 through June 30, 2020.
Below, please find further explanation of the proposed fees for services:

- **Implementation and Set-Up**
  - For time spent on the initial set up, accounting system customization, updated cash flow forecast and process implementation for new clients, there is typically a one-time fee, but this fee is not applicable as TEACH is a current client and implementation and set-up were previously completed.
- **Business Management Services**
  - Annual fixed fee of $200,000.
- **Student Data Support**
  - Hourly fee of $130 per hour, as support is requested.
- **Payroll Processing and Retirement Reporting**
  - Payroll processing - $100 base plus $2.75 per employee per pay period
  - Garnishment reporting - $2.50 per occurrence
  - New employee reporting - $3.50 per occurrence
  - Payroll delivery via FedEx - $35.00 per occurrence per 50 employees
  - Quarterly/Annual Reporting - $20.00 per occurrence
  - Form W-2 or 1099 (for contractors paid via payroll) - $5.75 each

  Note: For 50 employees paid semi-monthly, costs would average $500 per month

CHARTER IMPACT

Appendix A: Scope of Service

Charter Impact has a clear and thorough understanding of the needs to be met through an engagement with TEACH. Our regular service scope includes not only the accounting, accounts payable and payroll departments, but also assistance with reviewing contracts, ad hoc financial analysis, support with vendor negotiations, management of lender relationships, and much more. **As a general guideline, we provide all the services that you would expect from an internal accounting and finance department, including but not limited to what is currently listed in TEACH's RFP Exhibit 1 – Scope of Work.**

A basic description of our services is as follows:

Business Management Services

1. Implementation and training
    - Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
    - Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
    - Review existing contracts for terms, requirements and school responsibilities
    - Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
    - Provide training in specific processes and procedures including to school site staff, accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.
    - Provide training to new and/or existing board members on:
        - Charter school funding - including drivers, calculations, restrictions and cash flow timing,
        - Reading and interpreting financial reports, and
        - Internal controls and the board's responsibility for oversight and maintenance

2. Accounts payable processing
    - Review all invoices sent to Charter Impact for proper approval and coding
    - Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
    - Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis

3. Accounts receivable processing
    - Monitor the receipt of State approved ADA funding amounts and verify balances paid are correct
    - Work directly with governmental agencies to resolve any issues or discrepancies identified
    - Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP
    - Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. Bank reconciliation and general ledger maintenance
    - **Reconcile all bank accounts on a weekly basis** for a heightened level of security and monitoring
    - Alert management immediately to any irregularities, un-reconciled amounts, or missing documentation
    - Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
    - Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. Cash Management
    - On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
    - On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
    - Plan and manage payment of outstanding debt as needed
    - Prepare all financial reporting necessary for renewal of loans or lines of credit
    - Present line of credit status to board and obtain board resolutions as needed
    - Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
    - Analyze future cash flow and determine whether schools need to apply for exemption from upcoming deferrals when available. Prepare and complete applications for deferral exemptions if needed.

6. Monthly Financial Reporting
    - Provide a monthly reporting package by the 15th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
    - Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
    - Offer a menu of report options for the monthly financial reports including, but not limited to:
        - Monthly summary by financial section with bulleted highlights for presentation purposes
        - Monthly Cash Flow Forecast and comparison to approved budget
        - Budget vs. Actual Report (both current month and year-to-date)
        - Schedule of Revenue and Expenses by Period
        - Comparative Statement of Financial Position
        - Combining/Consolidating Statements of Activities and Financial Position
        - Statement of Cash Flows (both current month and year-to-date)
        - Accounts Payable/Receivable Aging
        - Check Register(s)
        - General Ledger Detail
        - Other customized reports as requested by the schools, executive team or board
    - On a monthly basis, review and present the financial package with the school staff and/or board members to assess the current fiscal condition of the school
    - Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system
    - On an as needed basis, provide or present financial information or training to lenders, board members, community members, parents or other external parties as requested by the school.

7. Compliance and grant reporting
    - Support school with the LCAP development, including preparation of the budget, ensuring adherence to Supplemental and Concentration funding requirements and integrating the LCAP budget into the overall school operating budget
    - Assist the school with grant applications including the development of grant-specific budgets as well as school long-term projections
    - Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions

- Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance

8. Charter authorizer support
    - Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to:
        - Prepare regular financial reporting (budget and interims)
        - Provide ad hoc financial documents and reports as requested
        - Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
    - Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the LCFF with assumptions.

9. Annual budget creation and revisions
    - Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
    - Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
    - Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

10. Audit preparation and oversight with authorizers
    - Maintain electronic records of all transaction support
    - Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees
    - Participate in, and support all, oversight reviews from charter authorizers and governmental agencies to improve outcomes

11. Tax preparation and support
    - Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers.
    - Prepare and report sales and use tax returns.
    - Provide any and all information necessary for the preparation and submission of Form 990.

    NOTE: Payroll tax reporting is included in the payroll processing section below.

12. Strategic planning
    - Work with school management and the Board of Directors to develop long-term strategies to ensure the school's prosperity.
    - Provide second opinions and act as sounding board for school management and the Board on business and financial matters.

Payroll Processing and Retirement Reporting

Payroll is one of the most sensitive and critical areas of an organization's business office. Our payroll team is well versed in the specifics of charter school payroll issues and have the depth of experience to handle any and all processing nuances that inevitably arise.

1. Payroll Processing
    - Maintain employee static pay information in a payroll database.
    - Process any status updates, new hires, terminations, and/or informational changes in the payroll system
    - Assist in the development of a regular payroll schedule that is compliant with State labor laws and consistent with employee contracts
    - Process supplemental payroll runs such as the following:
        - Involuntary termination - the check will be prepared ahead of time and provided to the school on the termination date
        - Voluntary termination without notice - the check will be prepared and delivered to the employee within the time frame required by the State
        - Scheduled bonuses/stipends
        - Additional unscheduled/emergency payroll runs
    - Process and pay all federal and state payroll tax payments according to required guidelines
    - Prepare payroll tax filing reports quarterly for federal and state agencies
    - Prepare the annual state payroll tax filing report
    - Prepare, review, and distribute W-2s to all employees

2. Retirement Reporting
    - Process and submit monthly STRS and PERS reports to the 3rd party administrator (i.e. Hess and Assoc.) or County office.
    - Submit payment via ACH or cashier's check within the requisite timeframe for the pension contributions
    - Process 403(b) retirement plan deductions, if applicable, and in compliance with State and Federal laws submit payments to the third-party administrator.

3. General Support
    - Provide support and assistance with creation of internal processes and procedures, forms and tracking systems.

Student Data Support

With the introduction of the Local Control Funding Formula, student data reporting has taken an increasingly important role in determining school funding. Charter Impact has experts on staff who can support you when questions arise or help you select and design a data system that works best for you and ensures maximum school funding.

1. CALPADS Reporting
    - Reconcile all attendance data on a monthly basis
    - CALPADS Fall 1 Data submission, including SSID Enrollment, Student Information Record, English Learner Program Record and Student Program Records
    - CALPADS Fall 2 Data submission, including Staff Assignment, Staff Demographics, Course Section and Student Course Section
    - CALPADS EOY 1-3 submission, including Student Discipline, Student Waiver, Student CTE and Student Absence
    - Maintain monthly enrollment synchronization with CALPADS and SIS retrieval
    - Report CALPADS anomalies to school management
    - Report development, including transcripts, report cards and custom reports

2. Attendance Tracking and Reporting
    - Monthly attendance reconciliation
    - Independent Studies setup
    - Revised monthly submission
    - Attendance audit report tracking
    - Monthly ADA calculation
    - Prepare Monthly, P-1, P-2 and Annual attendance reports from school-provided records, and submit to the chartering agency
    - Attendance alerts
    - Report all requisite attendance data to the charter authorizer and State agencies

3. Student Information System (SIS) Support
    - Conduct multiple trainings for various school staff as needed:
        - Initial product training, including but not limited to system navigation, student and staff account management, student scheduling task management, and import and export of data and reports

- Client Counselor and Registrar/Office Manager trainings on system components, including but not limited to entering and managing historical grades, graduation progress tracking, student demographic data entry (including state required fields), parent/emergency contact data entry, and data quality checks to run student data audits/exception reports to identify missing data.
- SIS trainings as needed for school staff on entering attendance, attendance changes, and running attendance reports, working with attendance data grid, truancy reports/letters, and attendance audits.
- PowerLunch, Admin and PowerTeacherPro trainings

- System Setup
  - Assist with Beginning of Year and End of Year tasks such as: importing student records, create years/terms, final grade setup, create sections, etc.
  - Configure bell schedules and calendars that mirror regular, minimum and assembly day bell schedules
  - Configure adequate attendance, incident, entry and exit codes that capture data at a desired level of granularity
  - Track student activities such as: Independent Studies, Basketball team, academic decathlon, etc.
  - Setup teacher grading environment via grade scales, assignment categories, standards, teacher comments, etc.
  - Perform System Administrative tasks such as integration with 3rd party software providers, maintain security groups and new school setup.

4. <u>Data and Analysis</u>
   - Generate standard reports based on available data in support of multiyear and subgroup analysis of CAASPP, English Learner, graduation rates, suspension rates, college/career readiness and chronic absenteeism data
   - Perform ongoing data validation to find and flag missing or incorrect data for correction purposes
   - Correlation analysis to validate or invalidate assumptions or expected academic achievement impact
   - Generate grade distribution report by section, teacher and/or course names
   - Produce English Learner reclassification candidate list based on available data and school criteria
   - Benchmark data analysis in support of identifying reteaching opportunities
   - Create perfect attendance, at-risk of chronic absenteeism, attendance rates by subgroups reports

CHARTER IMPACT

Appendix B: Selected Bios, Org Charts and Job Descriptions for Attachment C, Question 6

Below you will find short bios for selected members of our Senior Leadership and Director-level Accounting teams, several of whom would be working directly with your organization.

Spencer Styles, C.P.A, M.P.A., President & CEO

As President and CEO, Spencer spearheads Charter Impact's initiatives and is responsible for the long-term growth and sustainability of the company. In addition to internal operations oversight, Spencer guides new schools through the start-up and grant application process, directs and manages the strategic growth of existing schools, and bolsters established schools in their navigation and execution of facility financing.

Prior to Charter Impact, Spencer was the Vice President of Finance for Alliance College-Ready Public Schools, a network of 28 free public high schools and middle schools serving over 12,000 students in low-income communities in California with historically under-performing schools. His primary areas of concentration included maintaining all accounting systems, designing and implementing the internal control framework, developing cash flow projections and forecasts for organizational growth, and providing guidance on fiscal best practices.

Before working in the charter school world, Spencer was a practitioner in public accounting for several years and has experience leading audits and reviews of privately-held companies, publicly-traded companies, governmental agencies, not-for-profit organizations and employee benefit plans. He has also provided a wide variety of technical consulting including litigation support, due diligence testing for mergers and acquisitions, internal control design and implementation, stock option valuation and Sarbanes Oxley Section 404 compliance and implementation.

Spencer earned a Bachelor of Business Administration in Accounting with a minor in Mathematics, and a Master of Professional Accountancy degree with an emphasis in Finance, both from the University of Wisconsin-Whitewater. He is an actively licensed CPA.

Theresa Thompson, C.P.A. – Director of Accounting Services

Theresa comes to Charter Impact with a strong background in non-profit organizations, public accounting firms, higher education institutions, and audit services. She previously worked in the Office of the President at the University of Hartford, under the direction of the VP of Finance and Controller. While there, Theresa was responsible for daily accounting functions of the

University, providing support and guidance on NCAA and A-133 audits, researching special federal tax issues and preparing all University tax returns and reports, and developing and presenting financial statements.

Prior to the University of Hartford, Theresa was a Senior Accountant at the Annie E. Casey Foundation in Baltimore, where she co-managed the Foundation's annual grant disbursement budget of approximately $186M and performed risk management oversight of the Foundation's insurance budget. Before that, she was an Accounting Supervisor at the national headquarters of the Cystic Fibrosis Foundation in Bethesda, MD. In that role, Theresa managed grant accounts, maintained the donation database, prepared monthly reconciling schedules and audit schedules, and supervised on a wide range of accounting tasks related to reconciliations and customer service in the Cash Receipts Department.

Before pursuing accounting roles in philanthropic foundations, Theresa was also a Staff and Senior Auditor for over 5 years at two Maryland-based audit firms. Her varied experience gives her the background and compassion needed to understand and identify with the challenges facing mission-driven individuals and organizations.

Theresa earned a Bachelor of Science in Accounting from Le Moyne College in Syracuse, New York.

Vireak Chheng - Director of Data and Technology

Vireak brings 15 years of charter-specific data and tech experience to Charter Impact. In his current role, he oversees attendance, CALPADS, information technology and student data services.

Vireak began his career with charter schools in 2002 at Camino Nuevo Charter Academy (CNCA), a community of high-performing public schools serving students in historically underserved neighborhoods of Central Los Angeles. Vireak spent 5 years working as a Data Systems Administrator and Information Technology (IT) Coordinator.

After his time at CNCA, Vireak joined the Alliance College-Ready Public Schools. The Alliance is currently the largest charter school network in Los Angeles, and larger than 75% of all school districts in California. During his 10 years at Alliance, he served multiple roles in which he oversaw technical design, data collection, reporting, and analysis functions for the organization. In his most recent role, as Senior Vice President of Technology, he was responsible for developing strategic priorities and operating plans for IT, Student Information Systems (SIS) and Research, Assessment and Data teams.

As the accountability landscape becomes more demanding, charter schools must demonstrate their student information and achievement in more sophisticated ways. A key part of Vireak's

work with Charter Impact is focused on guiding clients to make data-informed decisions to impact and highlight the success of their schools and students. Vireak is passionate about ensuring that all students have an opportunity to experience high-quality education and is thrilled to use his expertise to continue serving the charter community.

Vireak earned a Bachelor of Science in Computer Engineering from California State University, Northridge.

Maylen Naranjo, M.B.A. – Director of Business Support Services

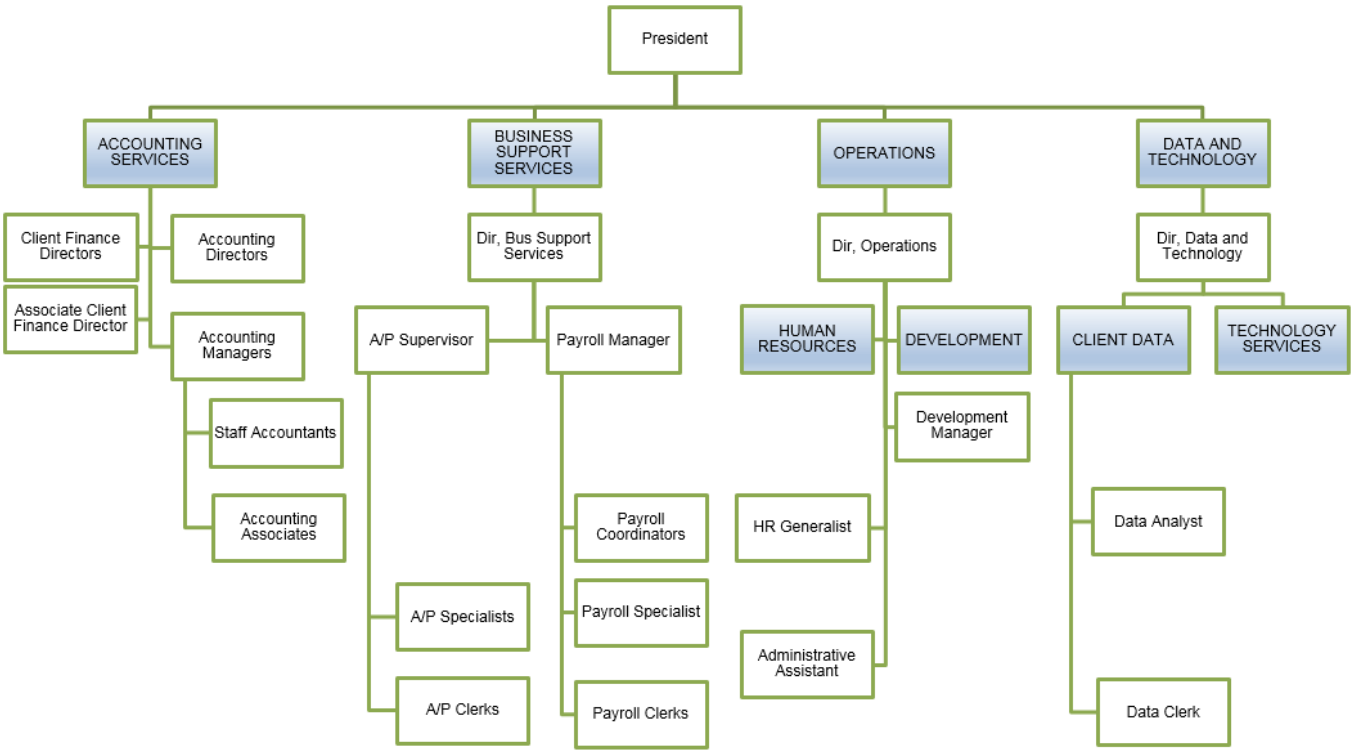
Maylen is responsible for the oversight and management of the Payroll and Accounts Payable teams at Charter Impact. She has been working with charter schools in several capacities for over a decade. In 2007, she joined the charter world as a payroll administrator at Partnerships to Uplift Communities (PUC), a non-profit charter school organization consisting of 16 schools serving the Northeast San Fernando Valley and Northeast Los Angeles. While there, she advanced to become the manager of PUC's Accounting department.

After her time at PUC, Maylen joined the team at a financial management services provider specializing in charter schools, where she played a leading role in managing both client services and personnel. She continues that work here at Charter Impact today, where she oversees and implements efficient operational systems, processes and policies in support of our growing company's mission and our expanding team. She is passionate about providing excellent service and personalized support to the great organizations we serve and is confident that the work we do helps these schools offer the best possible education to underserved students.

Maylen earned a Bachelor of Science in Accounting and a Master of Business Administration from the University of Phoenix.

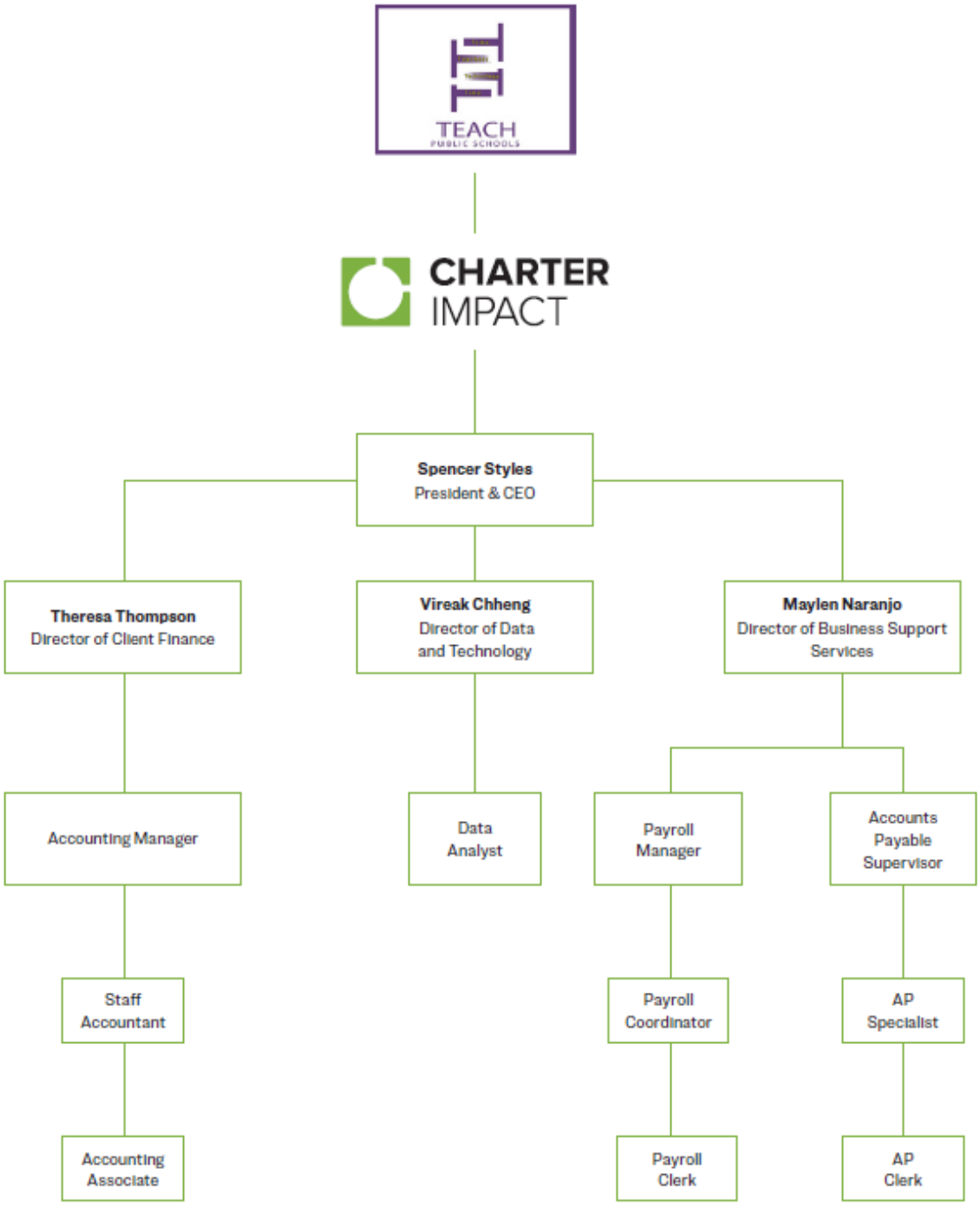
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Charter Impact Organizational Structure



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School's Proposed Support Team



Job Descriptions

Please see pages that follow for job descriptions for the below positions:

- Director of Client Finance
- Director of Business Support Services
- Accounting Manager
- Accounts Payable Supervisor
- Payroll Manager

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JOB TITLE: **Director of Client Finance**
FLSA: **Exempt**
HOURS: **Full Time**
REPORTS TO: **CEO**

POSITION SUMMARY:
The Director of Client Finance is responsible for overseeing Charter Impact's service delivery, as well as acting as an outsourced CFO on behalf of our clients. He/She will oversee all finance, accounting and compliance reporting for assigned clients by working with the Charter Impact accounting, accounts payable and payroll/HR staff, ensuring accuracy and timeliness of financial information. This position is highly visible to Charter Impact clients and therefore, an upbeat personality and customer-service oriented sense of professionalism is a must.

ESSENTIAL JOB FUNCTIONS:

- Supervises financial and accounting services and provides direction in financial statement preparation, accounts payable, accounts receivable, expense tracking by grant, grant reporting – for both governmental and private grants, and ad hoc reporting as requested
- Reviews all financial statements as prepared by the accounting department to ensure compliance with GAAP
- Prepares annual budgets and monthly forecasts for clients while providing valuable insight as to their financial condition
- Oversees the annual financial and governmental A-133 audits – which would include work paper preparation, liaison with auditors and understanding of the governmental programs
- Oversees and ensures the accuracy and timeliness of all compliance reporting
- Serves as a fiscal liaison to Authorizers, Counties, State and Federal Agencies
- Provides training to client staff to ensure internal controls are properly implemented and followed
- Works with organizational leaders and other executives to ensure financial information is properly communicated
- Exceeds clients' expectations both in terms of quality and accuracy of information at all times
- Develops and maintains long-term relationships with client leadership and staff
- Maintains up to date knowledge of the charter industry and related funding through regular professional development
- Mentors staff to ensure continued professional growth within the firm

QUALIFICATIONS:
Generally, any combination of education that would provide the required knowledge and skills for successful performance would qualify. A typical method of demonstrating these requirements would be:

EDUCATION:

- Bachelor's degree in accounting or finance is required.
- Master's degree in Finance or Accounting is highly desired.

EXPERIENCE:

- 7 years of experience, a portion of which includes oversight and development of staff is required.
- Experience in a professional service firm, such as a CPA firm is a plus.
- Experience in charter school finance and operations is a plus.
- Non-profit accounting experience is a plus.

CERTIFICATION: Certified Public Accountant is highly desired, but not required.

SKILLS:

- Maintain, encourage and participate in a close and highly collaborative team environment with clients and Charter Impact staff.
- Exceptional customer service skills.
- Strong written and verbal communication skills.
- High organizational skills with attention to detail.
- Self-starter - able to prioritize and multi-task without daily direct supervision.
- Computer skills and proficiency in Microsoft Office, particularly MS Excel.
- Knowledge of Abila/Sage Non-Profit Accounting and Paychex/ADP software.

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JOB TITLE: **Director of Business Support Services**
FLSA: **Exempt**
HOURS: **Full Time**
REPORTS TO: **CEO**

POSITION SUMMARY:
The Director of Business Support Services is primarily responsible for creating a dynamic and robust payroll/HR division within Charter Impact. Our clients endure a variety of compliance issues and human regulations on a regular basis and are in need of an expert team to help them navigate these areas. The Director will draw upon their extensive experience and technical knowledge to create that team of experts to grow into a full management service line.

This position is highly visible to Charter Impact clients. An upbeat personality and customer-service oriented sense of professionalism is a must. This position also requires a high degree of self-motivation and management as the Director will have the opportunity to operate the Payroll/AP function with a high degree of autonomy.

Charter Impact is committed to a team environment where all members work together to achieve common goals. As a true leader of the company, the Director is expected to exude this team building mentality and lead by example. While overseeing the Payroll/AP functions, the Director will also be involved in cross-training staff and providing insight and support to all areas of the company.

ESSENTIAL JOB FUNCTIONS:
- Oversees all client payroll and human resources. These services include:
  - Setting up new clients and transitioning their payroll into Charter Impact
  - Keeping every client is in compliance with taxing agencies in each State in which they employ personnel
  - Training clients as to payroll policies and procedures
  - Ensuring all new client employees are added to the payroll system and necessary documents are received
  - Processing regular and special payroll runs
  - Recording payroll journal entries in the accounting system
  - Reporting necessary information to clients retirement agencies as necessary
- Manages Payroll/AP teams to ensure timely completion of aforementioned services.
- Creates an in-house solution for processing payroll to increase Charter Impact control over the process and increase internal efficiency.
- Participates in the annual financial and governmental A-133 audits – which would include work paper preparation, liaison with auditors and understanding of the governmental programs for all items related to payroll and human resources.
- Serves as a liaison to various charter authorizers, counties, State and Federal Agencies for all payroll and AP issues.
- Provides training to client staff to ensure internal controls are properly implemented and followed.
- Works with school leaders and other executives to ensure payroll and HR information is properly communicated.
- Exceeds clients' expectations both in terms of quality and accuracy of information at all times.
- Develops and maintains long-term relationships with client leadership and staff.
- Manages staff to ensure efficiency, compliance and proper internal controls.
- Mentors staff to ensure continued professional growth within the company.
- Continuous examination of existing processes in search of new ways to improve efficiency and client service.
- Helps ensure that Charter Impact's internal policies are in compliance with regulations.
- Works directly with the CEO to:

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- Research new service lines to be offered to existing and new clients such as human resources, in-house payroll, AP, consulting, etc.
- Research expansion opportunities and determine viability.
- Continuously re-evaluate Charter Impact's internal benefits offered to employees, ensuring the company is the absolute best place to work.

QUALIFICATIONS:
Generally, any combination of education that would provide the required knowledge and skills for successful performance would qualify. A typical method of demonstrating these requirements would be:

EDUCATION: Bachelor's degree in accounting or a business management related field. Master's Degree in Finance or Accounting is a plus.

LICENSE(S): Certified Public Accountant, or Payroll or Financial related licenses are a plus

EXPERIENCE: 5 years of managerial experience, including oversight of staff

KNOWLEDGE OF:

- Non-profit accounting experience
- Exceptional customer service skills
- Strong written and verbal communication skills
- High organizational skills with attention to detail
- Self-starter - able to prioritize and multi-task without daily direct supervision
- Computer skills and proficiency in Microsoft Office, particularly MS Excel
- Abila/Sage Non-Profit Accounting and Paychex/ADP software
- Purposes, methods, and practices of financial and accounting record keeping
- Proper and effective use of English grammar and communication skills (oral and written)

Candidates must also have the ability to:

- Maintain, encourage and participate in a close and highly collaborative team environment with clients and Charter Impact staff
- Adapt quickly to change
- Manage multiple tasks and client needs while maintaining a positive attitude
- Learn the appropriate rules, regulations and technical procedures specifically related to processing payroll and AP functions for non-profit organizations and charter schools
- Understand and carry out directions in an independent manner
- Perform arithmetic calculations accurately and rapidly
- Identify and correct errors in mathematical computations

Experience with the following is a plus:

- Any third-party payroll database experience, such as ADP, Paychex, Intuit.

CHARTER IMPACT

JOB TITLE: **Accounting Manager**
FLSA: **Exempt**
HOURS: **Full Time**
REPORTS TO: **Managing Director, Accounting Services**

POSITION SUMMARY:
The Accounting Manager is responsible for leading a team of accountants in all aspects of transaction processing and financial reporting for our clients. They will oversee all accounting and compliance reporting for assigned clients by working with Charter Impact accounting, accounts payable and payroll staff, ensuring accuracy and timeliness of financial information. This position is highly visible to Charter Impact clients and therefore, an upbeat personality and customer-service oriented sense of professionalism is a must.

ESSENTIAL JOB FUNCTIONS:
- Supervises financial and accounting services and provides direction in financial statement preparation, accounts payable, accounts receivable, expense tracking by grant, grant reporting – for both governmental and private grants, and ad hoc reporting as requested
- Reviews all financial statements as prepared by the accounting department to ensure compliance with GAAP
- Assists the Director of Accounting services in the preparation of annual budgets and monthly forecasts for clients
- Oversees the annual financial and governmental A-133 audits – which would include work paper preparation, liaison with auditors and understanding of the governmental programs
- Oversees and ensures the accuracy and timeliness of all compliance reporting
- Provides training to client staff to ensure internal controls are properly implemented and followed
- Works with the Managing Director of Accounting Services and Directors of Accounting Services to ensure financial information is properly communicated to clients
- Exceeds clients' expectations both in terms of quality and accuracy of information at all times
- Develops and maintains long-term relationships with client leadership and staff
- Maintains up to date knowledge of the charter and non-profit industry and related funding through regular professional development
- Mentors staff to ensure continued professional growth within the firm

QUALIFICATIONS:
Generally, any combination of education that would provide the required knowledge and skills for successful performance would qualify. A typical method of demonstrating these requirements would be:

EDUCATION: Bachelor's degree in accounting. Master's degree in Finance or Accounting is a plus.

LICENSE(S): Certified Public Accountant is a plus

EXPERIENCE: 4 years of experience, a portion of which includes oversight and development of staff.

KNOWLEDGE OF:
- Purposes, methods, and practices of financial and accounting record keeping
- Accrual accounting principles and procedures
- Computer skills and proficiency in Microsoft Office, particularly MS Excel
- Proper and effective use of English grammar and communication skills (oral and written)

Candidates must also have the ability to:
- Exceptional customer service skills
- Self-starter - able to prioritize and multi-task without daily direct supervision

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- Maintain, encourage and participate in a close and highly collaborative team environment with clients and Charter Impact staff
- Adapt quickly to change
- Learn the appropriate rules, regulations and technical procedures specifically related to non-profit organizations and charter schools
- Prepare and review a variety of accurate financial reports and summaries
- Identify and correct errors in mathematical computations and financial documents

Experience with the following is a plus:

- Experience in a professional service firm, such as a CPA firm is a plus
- Experience in charter school finance and operations
- Non-profit accounting experience
- High organizational skills with attention to detail
- Knowledge of Abila/Sage Non-Profit Accounting and Paychex/ADP software

CHARTER IMPACT

JOB TITLE: **Accounts Payable Supervisor**
FLSA: **Exempt**
HOURS: **Full Time**
REPORTS TO: **Director of Business Support Services**

POSITION SUMMARY:
The Accounts Payable Supervisor is responsible for overseeing a team of accounts payable professionals, in all aspects of invoice processing, vendor maintenance and related reporting for our clients. The Supervisor ensures timely payments of vendor invoices and expense vouchers and maintains accurate records and control reports. He/She must be able to rely on extensive strategic experience and judgment to plan and accomplish goals with a wide degree of creativity and latitude. This position is highly visible to Charter Impact clients and therefore, an upbeat personality and customer-service oriented sense of professionalism is a must.

ESSENTIAL JOB FUNCTIONS:
- Manages all staff related issues, such as hires, position and compensation changes, discipline, reviews, and terminations.
- Responsible for mentoring, team building and training staff to ensure cross-training and continued professional growth and development within the firm.
- In collaboration with the Director of Business Support Services, proactively identifies areas in need of improvement to increase overall department capacity by developing, implementing and maintaining AP systems, procedures and policies.
- Collaborates with the Director of Business Support Services to ensure AP information is properly communicated and to build long-term client and internal relationships.
- Provides initial and ongoing client training according to established procedures and communication protocols related to AP.
- Responsible for full-cycle payables, including purchase orders, invoices, and payments.
- Responsible for overseeing vendor maintenance, 1099 reporting, use-tax reporting and other tax matters related to purchases.
- Audits control reports, AP aging, check registers for all clients' AP disbursements. This is a spot check of the AP Specialists' review work.
- Assigns and reviews ad hoc reports as requested/needed by clients.
- Works with AP Specialists and the Accounting team on general ledger issues related to recording expenses & liabilities.
- Maintains up to date knowledge of the charter and non-profit industry and related funding through regular professional development.

QUALIFICATIONS:
Generally, any combination of education that would provide the required knowledge and skills for successful performance would qualify. A typical method of demonstrating these requirements would be:

EDUCATION: Bachelor's degree in accounting or related field is a plus or equivalent work-related experience in Accounts Payable.

EXPERIENCE: 4 years of experience, a portion of which includes oversight and development of staff.

KNOWLEDGE OF:
- Abila Non-Profit Accounting (formerly Sage MIP)
- Purposes, methods, and practices of financial and accounting record keeping
- Basic accrual accounting principles and procedures
- Advanced Microsoft Office (Word, Excel, Outlook) skills, especially with Excel
- Proper and effective use of English grammar and communication skills (oral and written)

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Candidates must also have the ability to:

- Provide and train staff in exceptional customer service skills
- Provide high level of organizational skills with attention to detail
- Maintain, encourage and participate in a close and highly collaborative team environment with clients and Charter Impact staff
- Adapt quickly to change
- Learn the appropriate rules, regulations and technical procedures specifically related to AP processing for non-profit organizations and charter schools
- Self-starter - able to prioritize and multi-task without daily direct supervision
- Perform arithmetic calculations accurately and rapidly
- Familiar with a variety of accurate financial reports and summaries
- Identify and correct errors in mathematical computations and other data entry and invoice errors

Experience with the following is a plus:

- Experience in charter schools and/or non-profit accounts payable experience

CHARTER IMPACT

JOB TITLE: **Payroll Manager**
FLSA: **Exempt**
HOURS: **Full Time**
REPORTS TO: **Director of Business Support Services**

POSITION SUMMARY:
This position is responsible for overseeing a team of payroll professionals, including Clerks, Specialists, Coordinators, and Administrators, as well as overseeing all payroll-related functions for Charter Impact's clients. As the head of the payroll team, this position is responsible for designing and implementing payroll and HR related processes and procedures, providing training to payroll staff and client staff and ensuring consistent and accurate payroll processing, tax payments, & time off tracking.

This position is also responsible for preparing payments of payroll liabilities including retirement contributions such as STRS, PERS, 403b, and other employee withholdings such as garnishments, on a monthly basis.

ESSENTIAL JOB FUNCTIONS:

- Manage all staff related issues, such as hires, position and compensation changes, discipline, reviews, development, and terminations.
- Trains Client staff on Charter Impact payroll procedures and builds and maintains strong Client relationships.
- Works closely with Charter Impact Leadership Team and Payroll staff to develop and improve internal operations in a collaborative and friendly environment.
- Maintains payroll information by designing systems; directing the collection, calculation, and entering of data.
- Updates payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, job titles, and department/division transfers.
- Pays Clients' employees by directing the production and issuance of paychecks or electronic transfers to bank accounts.
- Prepares reports by compiling summaries of earnings, taxes, deductions, leave, disability, and nontaxable wages.
- Determines payroll liabilities by approving the calculation of employee federal and state income and social security taxes, and employer's social security, unemployment, and workers compensation payments, processes payroll tax payments.
- Balances payroll accounts by resolving any payroll discrepancies.
- Provides payroll information by answering requests from both Clients and Charter Impact Accounting Directors.
- Complies with federal, state, and local legal requirements by studying existing and new legislation, advising management on actions needed, writing and updating policies and procedures, and enforcing adherence to requirements.
- Maintains clients' confidence and protects payroll operations by keeping information confidential.
- Maintains payroll staff by recruiting, selecting, orienting, training, scheduling and assigning all Payroll employees.
- Manages and maintains staff quality and operational efficiency by planning, monitoring, and appraising work results, and counseling and disciplining employees as needed.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing and maintaining professional networks; and participating in professional societies.

QUALIFICATIONS:
Generally, any combination of education that would provide the required knowledge and skills for successful performance would qualify. A typical method of demonstrating these requirements would be:

CHARTER IMPACT

EDUCATION: Bachelor's degree in business administration, accounting, public administration or a related field from an accredited college or university.

EXPERIENCE: 4 years of payroll experience, a portion of which includes oversight and development of staff

KNOWLEDGE OF:

- Work well both independently AND as a leader within a team environment
- Excellent communication skills, both written and oral, to maintain strong relationships with both clients and internal staff.
- Outstanding service-orientation because our firm's strength and reputation is based on truly exceptional customer service
- Advanced computer skills: comfort and proficiency with Microsoft Office, especially Excel.
- Purposes, methods, and practices of payroll record keeping
- Basic accrual accounting principles and procedures
- Intermediate Microsoft Office (Word, Excel, Outlook) skills. Advanced skills are a plus.
- Proper and effective use of English grammar and communication skills (oral and written)

Candidates must also have the ability to:

- Maintain, encourage and participate in a close and highly collaborative team environment with clients and Charter Impact staff
- Be comfortable with heavy volume of work in a quality-focused, deadline-driven environment
- Adapt quickly to change
- Attention to detail and accuracy
- Learn the appropriate rules, regulations and technical procedures specifically related to processing payroll for non-profit organizations and charter schools
- Understand, delegate and carry out directions in an independent manner.
- Perform arithmetic calculations accurately and rapidly
- Identify and correct errors in mathematical computations

Experience with the following is a plus:

- Knowledge of payroll processing for schools and/or third-party payroll database experience, such as ADP, Paychex.
- Abila Non-Profit Accounting (formerly Sage MIP)

Appendix C: Sample Financial Presentation

Please see pages that follow.

CHARTER IMPACT

SAMPLE Charter School

Monthly Financial Presentation –April 2018

April Highlights

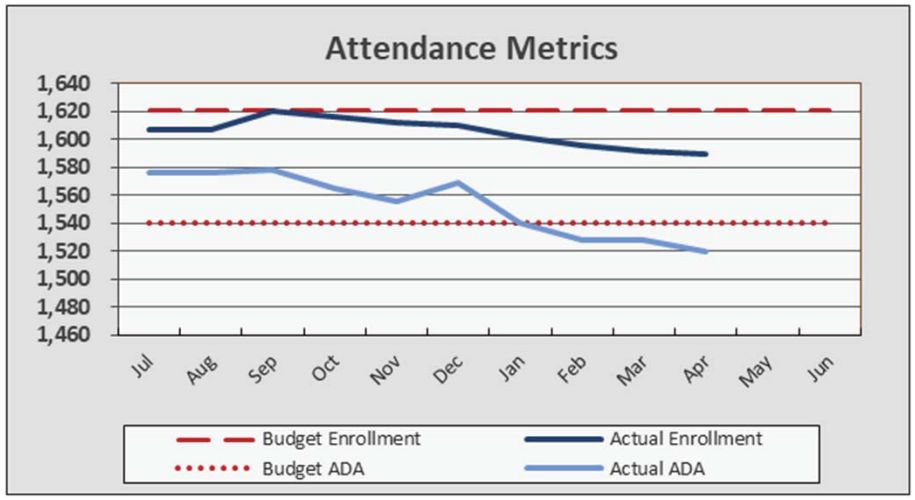
- SAMPLE remains financially stable with substantial projected surplus, positive cash balance and positive net asset balance forecasted @ year-end.
- P2 reports submitted to CDE- P2 ADA @1555.13 down by 14.34 from P-1 ADA @ 1569.47

Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	Avg-YTD	***Forecast @ P2***	***Budget***
Average Enrollment	*1605*	*1612*	*1621*
ADA	*1553*	*1555*	*1540*
Attendance Rate	*96.7%*	*96.5%*	*95.0%*
Unduplicated %	*81.0%*	*81.0%*	*81.0%*
Revenue per ADA		*$13,627*	*$12,672*
Expenses per ADA		*$12,183*	*$11,967*

Attendance Metrics



Revenue

	Year-to-Date			Annual		
	Actual	Budget	Fav/ (UnFav)	Forecast @6/30/2018	Budget	Fav/ (UnFav)
Revenue						
State Aid-Rev Limit	$ 11,305,547	$ 11,226,194	$ 79,353	$ 16,084,732	$ 15,791,793	$ 292,939
Federal Revenue	1,167,770	724,109	443,661	1,441,385	1,125,157	316,229
Other State Revenue	1,931,897	1,349,471	582,427	3,400,535	2,356,572	1,043,964
Other Local Revenue	248,633	209,824	38,810	265,133	241,062	24,071
Total Revenue	**$ 14,653,847**	**$ 13,509,597**	**$ 1,144,250**	**$ 21,191,786**	**$ 19,514,583**	**$ 1,677,203**

- State Aid-Rev increase of $292K as a result of increase of 15 in ADA; increase in gap closure rate from 43.19% to 44.97%
- Federal Revenue increase mainly due to increased nutrition participation ($66K impact) and an increase Title I and II apportionments ($218K impact).
- Other State Revenue increase of $1.04M and is mainly due to SB740 rate increase after budget approval from $750 to $1,117; One-Time Mandate increased from $45 to $147 per ADA, an increase of $121K subsequent to budget approval , recognition of deferred Private Foundation funds of $121K.

Expenses

	Year-to-Date			*Annual*		
	Actual	Budget	Fav/ (UnFav)	Forecast @6/30/2018	Budget	Fav/ (UnFav)
Expenses						
Certificated Salaries	$ 4,866,895	$ 4,675,922	$ (190,973)	$ 5,823,084	$ 5,617,037	$ (206,047)
Classified Salaries	2,081,146	2,034,558	(46,588)	2,535,560	2,449,669	(85,892)
Benefits	2,617,854	2,623,289	5,435	3,168,261	3,146,499	(21,762)
Books and Supplies	1,353,552	2,044,651	691,099	2,204,789	2,238,888	34,099
Subagreement Services	244,223	159,509	(84,714)	284,066	195,000	(89,066)
Professional Services	327,678	498,779	171,100	565,276	627,918	62,642
Facilities	2,598,947	2,601,129	2,182	3,150,476	3,121,355	(29,121)
Operations	755,527	742,940	(12,587)	889,842	880,328	(9,513)
Depreciation	264,757	126,978	(137,779)	323,869	152,374	(171,495)
Interest	837	-	(837)	1,337	-	(1,337)
Total Expenses	**$ 15,111,417**	**$ 15,507,755**	**$ 396,338**	**$ 18,946,561**	**$ 18,429,068**	**$ (517,493)**

Expenses (continued)

- Salaries & Benefits increase of $313K is due to summer hours & new hires. Certificated Pupil increase of $108K; Cert Admin increase of $126K, Classified Instructional & Support combined decrease of $111K while Other Classified and Office staff salaries increased $197K.
- Books and Supplies increase of $34K mainly due to food service increase of $34K due to higher participation. Other actual expenditures line items in this cluster are below budget and are forecasted at max -there's an approx. combined $715K that can be spent from May –June 2018 for student expenditures.
- Subagreement Services increase of $89K is mainly due to transportation increase of $57K as transportation cost for field trips were transferred from Special Activities and an increase of $37K in Special Education.
- Professional services decrease of $62K due to $32K increase in general consulting fees for graphic design & installation and decrease in professional development of $91K.
- Depreciation Expense increase of $171K due to increase in fixed asset purchases, mainly laptops/computers, furniture&/fixtures, & transportation vehicles; see detail in attachments.

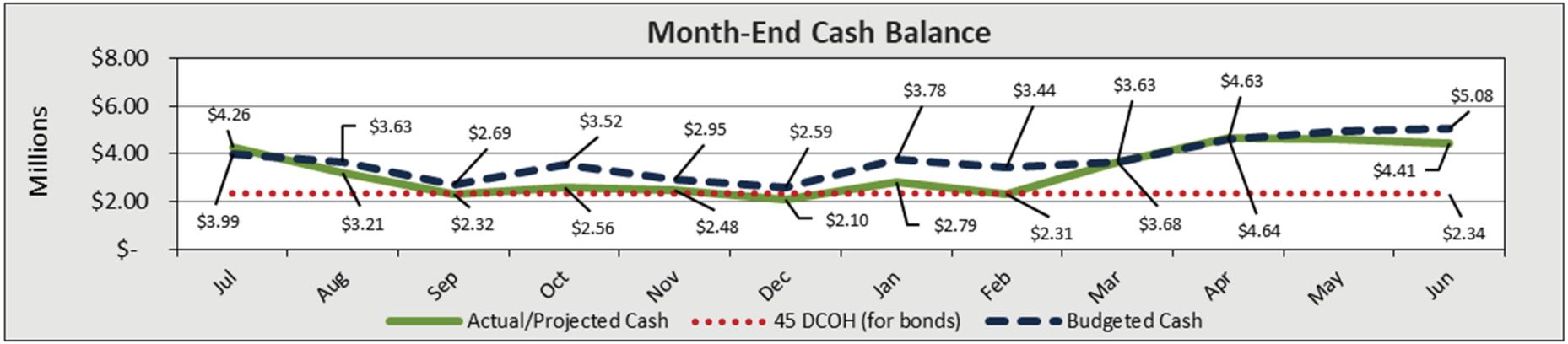
Fund Balance

- The debt service coverage ratio is currently 1.64, bond requirement is 1.20.
- Fund balance is fairly liquid inclusive of projected cash of $4.4M and $1.90M of projected AR

	Year-to-Date			*Annual*		
	Actual	**Budget**	**Fav/ (UnFav)**	**Forecast @6/30/2018**	**Budget**	**Fav/ (UnFav)**
Total Surplus(Deficit)	**$ (457,570)**	**$ (1,998,158)**	**$ 1,540,588**	**$ 2,245,225**	**$ 1,085,515**	**$ 1,159,710**
Beginning Fund Balance	7,650,147	7,650,147		7,650,147	7,650,147	
Ending Fund Balance	**$ 7,192,577**	**$ 5,651,989**		**$ 9,895,372**	**$ 8,735,662**	
As a % of Annual Expenses	*38.0%*	*30.7%*		*52.2%*	*47.4%*	

Cash Balance

- Positive Cash Balance projected at year-end at $4.41M/123-ADCOH well above the 45-DCOH bond requirement.



Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Forecast 17/18
- Budget vs. Actual
- Statement of Financial Position
- AP Aging
- Monthly Check Register
- 60-Day Compliance Calendar

SAMPLE Charter School

Monthly Cash Flow/Forecast FY17-18

Revised 5/19/18

ADA = 1555.13

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues															ADA = 1540.00	
State Aid - Revenue Limit																
8011 LCFF State Aid	-	498,255	498,255	1,235,053	896,859	896,859	1,061,385	896,859	1,427,620	1,427,620	1,427,619	1,427,619	1,283,019	**12,977,022**	12,911,904	65,118
8012 Education Protection Account	-	-	-	396,379	-	-	396,379	-	776,876	-	-	-	507,768	**2,077,402**	1,954,425	122,977
8019 State Aid - Prior Year	-	(6,239)	-	-	-	-	-	115,676	(19,178)	103,981	(28,267)	(28,267)	(28,267)	**109,438**	-	109,438
8096 In Lieu of Property Taxes	-	-	-	-	-	-	-	-	476,454	226,454	-	-	217,962	**920,870**	925,464	(4,594)
	-	492,016	498,255	1,631,432	896,859	896,859	1,457,764	1,012,535	2,661,772	1,758,055	1,399,352	1,399,352	1,980,482	**16,084,732**	**15,791,793**	**292,939**
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	46,654	139,962	**186,616**	184,794	1,822
8220 Federal Child Nutrition	-	60,908	71,630	76,098	58,231	37,521	53,675	60,763	54,396	72,280	72,000	15,000	-	**632,501**	565,845	66,657
8290 Title I, Part A - Basic Low Income	-	-	113,830	-	-	412,645	-	-	-	-	-	-	-	**526,475**	369,993	156,482
8291 Title II, Part A - Teacher Quality	-	-	13,655	-	-	52,389	-	-	-	-	-	-	-	**66,044**	4,525	61,519
8296 Other Federal Revenue	-	7,040	-	115,398	2,397	(117,364)	3,526	870	11,848	1,348	-	-	-	**25,062**	-	25,062
8299 Prior Year Federal Revenue	-	-	-	4,688	-	-	-	-	-	-	-	-	-	**4,688**	-	4,688
	-	67,948	199,115	196,184	60,627	385,191	57,201	61,632	66,244	73,628	72,000	61,654	139,962	**1,441,385**	**1,125,157**	**316,229**
Other State Revenue																
8311 State Special Education	29,308	29,308	52,755	52,755	52,755	52,755	52,755	89,158	89,158	89,158	89,158	89,158	3,661	**771,842**	764,308	7,534
8520 Child Nutrition	-	4,894	5,868	6,324	4,786	3,088	4,401	5,026	4,501	5,982	5,982	2,500	-	**53,352**	52,025	1,327
8545 School Facilities (SB740)	-	-	-	-	-	453,539	-	-	-	226,769	-	-	1,056,772	**1,737,080**	1,154,963	582,118
8550 Mandated Cost	-	-	-	-	-	97,934	-	-	-	58,958	-	-	58,959	**215,851**	94,225	121,626
8560 State Lottery	-	-	520	-	-	-	68,919	-	-	62,033	-	-	162,448	**293,920**	291,051	2,869
8598 Prior Year Revenue	-	-	-	(9,579)	-	-	31,744	(1,158)	-	6	-	-	-	**21,012**	-	21,012
8599 Other State Revenue	-	8,082	-	-	-	121,175	-	729	-	177,492	-	-	-	**307,478**	-	307,478
	29,308	42,284	59,143	49,500	57,541	728,491	157,819	93,755	93,659	620,398	95,140	91,658	1,281,840	**3,400,535**	**2,356,572**	**1,043,964**
Other Local Revenue																
8634 Food Service Sales	173	5,968	5,772	6,780	4,196	6,780	3,388	4,907	6,137	6,007	6,000	3,000	-	**59,108**	59,018	90
8660 Interest Revenue	-	-	-	-	9	488	-	34	-	-	-	-	-	**530**	-	530
8689 Other Fees and Contracts	-	-	-	-	250	-	-	-	-	-	-	-	-	**250**	-	250
8698 ASB Fundraising	12,439	4,373	16,337	17,715	-	28,167	9,610	23,866	23,876	19,137	5,000	-	-	**160,520**	134,188	26,331
8699 School Fundraising	-	3,148	2,242	920	2,648	3,534	3,495	3,887	11,406	5,597	2,500	-	-	**39,375**	47,855	(8,480)
8980 Contributions, Unrestricted	350	-	-	5,000	-	-	-	-	-	-	-	-	-	**5,350**	-	5,350
	12,963	13,489	24,351	30,415	7,102	38,969	16,494	32,693	41,419	30,740	13,500	3,000	-	**265,133**	**241,062**	**24,071**
Total Revenue	**42,271**	**615,737**	**780,863**	**1,907,531**	**1,022,129**	**2,049,510**	**1,689,277**	**1,200,615**	**2,863,093**	**2,482,821**	**1,579,992**	**1,555,664**	**3,402,284**	**21,191,786**	**19,514,583**	**1,677,203**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	343,991	434,523	346,234	337,613	335,107	338,719	318,859	331,020	342,950	340,765	341,975	341,975	-	**4,153,730**	4,216,861	63,131
1170 Teachers' Substitute Hours	1,317	12,293	18,038	25,503	25,878	10,770	23,450	24,270	32,321	25,842	24,303	24,303	-	**248,290**	217,337	(30,953)
1175 Teachers' Extra Duty/Stipends	-	7,700	9,988	10,280	9,955	10,528	12,280	8,806	8,543	9,993	9,895	9,895	-	**107,862**	108,846	985
1200 Pupil Support Salaries	37,365	54,652	46,623	46,255	46,828	44,303	44,763	39,521	38,755	42,249	45,966	45,966	-	**533,244**	424,511	(108,733)
1300 Administrators' Salaries	65,930	73,377	65,811	65,757	65,846	65,846	65,696	65,696	65,696	64,132	55,956	55,956	-	**775,697**	649,482	(126,214)
1900 Other Certificated Salaries	-	-	-	-	-	-	173	539	696	2,855	-	-	-	**4,262**	-	(4,262)
	448,603	582,545	486,693	485,407	483,613	470,166	465,221	469,851	488,960	485,836	478,095	478,095	-	**5,823,084**	**5,617,037**	**(206,047)**
Classified Salaries																
2100 Instructional Salaries	6,382	33,197	39,091	40,395	32,093	23,505	32,921	41,252	38,111	31,019	35,995	35,995	-	**389,957**	450,949	60,993
2200 Support Salaries	27,978	40,782	36,716	37,514	38,230	34,872	39,025	36,444	40,702	41,349	40,000	40,000	-	**453,613**	504,184	50,571
2400 Clerical and Office Staff Salaries	58,850	80,849	70,865	74,680	75,201	70,737	82,107	74,634	78,604	78,976	78,030	78,030	-	**901,564**	871,363	(30,201)
2900 Other Classified Salaries	34,752	68,299	65,931	65,812	64,537	58,165	67,138	67,701	78,382	73,347	73,181	73,181	-	**790,427**	623,172	(167,255)
	127,961	223,126	212,603	218,400	210,061	187,280	221,192	220,031	235,800	224,691	227,207	227,207	-	**2,535,560**	**2,449,669**	**(85,892)**

SAMPLE Charter School

Monthly Cash Flow/Forecast FY17-18

Revised 5/19/18

ADA = 1555.13

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Benefits															-	
3101 STRS	64,221	82,469	68,600	31,642	80,113	66,994	62,644	68,641	69,115	74,852	67,566	67,566	-	**804,422**	810,538	6,116
3301 OASDI	7,969	11,803	13,423	13,735	13,330	11,751	13,788	13,776	14,429	15,442	14,948	14,948	-	**159,340**	151,879	(7,461)
3311 Medicare	8,348	11,670	10,127	10,162	10,015	9,489	9,909	9,959	10,465	10,259	10,269	10,269	-	**120,941**	116,967	(3,974)
3401 Health and Welfare	137,137	160,599	152,913	162,521	160,421	159,162	164,770	150,448	168,056	168,414	167,000	167,000	-	**1,918,441**	1,914,000	(4,441)
3501 State Unemployment	288	717	300	349	449	327	342	343	291	354	2,015	2,015	-	**7,791**	40,180	32,389
3601 Workers' Compensation	10,763	10,763	10,763	10,763	10,763	10,763	8,634	8,634	18,412	12,472	10,905	10,905	-	**134,540**	112,934	(21,606)
3901 Other Benefits	2,125	2,972	1,820	2,260	1,275	1,124	1,254	1,426	1,780	1,750	2,500	2,500	-	**22,786**	-	(22,786)
	230,851	280,993	257,945	231,431	276,365	259,610	261,341	253,228	282,548	283,542	275,203	275,203	-	**3,168,261**	**3,146,499**	**(21,762)**
Books and Supplies																
4100 Textbooks and Core Materials	14,316	14,398	-	-	-	-	-	-	-	482	85,402	85,402	-	**200,000**	200,000	(0)
4200 Books and Reference Materials	5,639	15,005	2,422	8,600	799	4,468	7,983	1,740	725	725	38,446	38,446	-	**124,999**	125,000	1
4302 School Supplies	16,295	4,766	9,758	17,615	20,692	32,410	(24,624)	3,521	3,365	33,526	41,338	41,338	-	**200,000**	200,000	0
4303 Special Activities/Field Trips	-	6,463	(651)	10,732	12,461	14,203	9,912	8,372	18,726	(36,594)	23,261	23,261	-	**90,145**	150,000	59,856
4304 Uniforms	-	-	5,264	875	987	2,048	6,522	3,685	4,658	4,010	5,000		-	**33,050**	25,000	(8,050)
4305 Software	12,303	7,645	17,033	5,670	4,098	7,119	4,411	7,139	7,513	7,569	7,500	7,500	-	**95,499**	112,000	16,501
4400 Noncapitalized Equipment	40,938	224,550	31,303	43,233	64,237	17,593	8,883	10,305	3,105	(13,041)	159,448	159,448	-	**750,000**	750,000	(0)
4700 Food Services	-	50	64,611	148,776	84,744	60,251	41,304	55,330	64,654	55,929	67,724	67,724	-	**711,097**	676,888	(34,209)
	89,492	272,876	129,740	235,502	188,017	138,090	54,391	90,092	102,746	52,606	428,119	423,119	-	**2,204,789**	**2,238,888**	**34,099**
Subagreement Services															-	
5101 Nursing	-	-	-	-	-	8,464	-	-	700	-	-	-	-	**9,164**	-	(9,164)
5102 Special Education	-	-	-	-	-	94,555	32,973	1,375	7,364	21,184	15,000	10,000	-	**182,451**	145,000	(37,451)
5104 Transportation	-	556	279	754	652	1,257	579	1,186	902	49,782	5,000	5,000	-	**65,946**	8,000	(57,946)
5105 Security	-	1,739	2,221	4,377	2,221	2,221	2,221	2,221	2,221	2,221	2,221	2,221	-	**26,105**	40,000	13,895
5106 Other Educational Consultants	-	-	-	-	-	-	-	-	-	-	200	200	-	**400**	2,000	1,600
	-	2,294	2,500	5,131	2,873	106,496	35,773	4,782	11,186	73,187	22,421	17,421	-	**284,066**	**195,000**	**(89,066)**
Professional/Consulting Services															-	
5801 IT	4,200	-	23,254	(23,254)	-	-	-	-	-	-	1,000	1,000	-	**6,201**	25,000	18,799
5802 Audit & Taxes	-	-	5,113	-	10,500	-	5,120	-	-	-	-	-	-	**20,733**	14,000	(6,733)
5803 Legal	-	3,077	-	3,641	8,225	1,774	8,484	4,921	575	268	2,000	2,000	-	**34,965**	25,000	(9,965)
5804 Professional Development	11,339	9,112	4,288	17,045	3,504	1,164	6,272	490	2,106	8,475	10,000	10,000	-	**83,795**	175,000	91,205
5805 General Consulting	-	28,350	1,000	1,000	2,068	2,000	1,000	8,244	8,950	(5,080)	8,500	8,500	-	**64,531**	32,000	(32,531)
5810 Payroll Service Fee	45	1,235	2,356	634	1,271	2,336	442	3,402	1,188	668	2,000	2,000	-	**17,575**	24,000	6,426
5811 Management Fee	13,917	13,917	13,917	13,917	13,917	13,917	13,917	15,042	13,917	13,917	14,000	14,000	-	**168,295**	168,000	(295)
5812 District Oversight Fee	-	-	-	-	-	-	-	-	-	-	13,994	13,994	132,860	**160,847**	157,918	(2,929)
5813 County Fees	-	-	-	-	2,944	-	-	3,642	-	-	-	-	1,750	**8,336**	7,000	(1,336)
	29,501	55,690	49,927	12,983	42,428	21,190	35,235	35,740	26,736	18,248	51,494	51,494	134,610	**565,276**	**627,918**	**62,642**
Facilities, Repairs and Other Leases																
5601 Rent	236,988	236,988	236,988	236,988	236,988	236,988	236,988	236,988	236,988	236,988	236,988	236,988	-	**2,843,851**	2,843,855	4
5602 Additional Rent	10,150	10,555	11,033	10,555	10,555	3,682	10,855	10,555	16,055	10,555	10,000	10,000	-	**124,550**	120,000	(4,550)
5603 Equipment Leases	1,748	-	8,245	4,062	3,979	682	3,344	2,851	3,570	4,200	3,333	3,333	-	**39,347**	40,000	653
5604 Other Leases	420	-	478	421	1,492	421	843	421	421	421	421	421	-	**6,181**	-	(6,181)
5605 Real/Personal Property Taxes	-	-	-	-	-	38,795	-	-	-	-	38,795	-	-	**77,590**	50,000	(27,590)
5610 Repairs and Maintenance	1,550	7,498	6,161	4,327	4,527	2,676	7,377	6,683	4,778	2,129	5,625	5,625	-	**58,956**	67,500	8,544
	250,856	255,040	262,905	256,353	257,541	283,244	259,407	257,498	261,812	254,293	295,162	256,367	-	**3,150,476**	**3,121,355**	**(29,121)**

SAMPLE Charter School

Monthly Cash Flow/Forecast FY17-18

Revised 5/19/18

ADA = 1555.13

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Operations and Housekeeping															-	
5201 Auto and Travel	10,124	1,669	2,975	306	8,834	14,139	16,907	5,593	4,162	10,973	5,500	5,500	-	**86,682**	70,000	(16,682)
5203 Business Meals	217	688	652	451	2,003	920	893	1,367	610	1,785	1,500	1,500	-	**12,585**	10,000	(2,585)
5300 Dues & Memberships	1,030	5,335	265	4,494	1,168	91	3,209	984	2,041	2,083	2,500	2,500	-	**25,700**	30,000	4,300
5400 Insurance	27,340	27,340	(7,651)	10,144	10,832	11,884	23,574	(3,323)	10,107	10,107	10,107	10,107	-	**140,567**	140,000	(567)
5501 Utilities	14,056	14,056	42,430	23,849	5,778	11,423	11,430	11,161	12,921	12,250	15,000	15,000	-	**189,356**	232,140	42,784
5502 Janitorial/Trash Removal	-	18,133	6,836	10,512	4,893	2,674	2,149	4,727	10,717	7,605	8,000	8,000	-	**84,245**	40,000	(44,245)
5510 Office Expense	5,332	5,435	12,049	3,763	7,965	6,401	5,111	7,001	5,699	7,882	8,000	8,000	-	**82,638**	70,000	(12,638)
5511 Postage and Shipping	22	951	387	1,036	472	628	458	1,523	811	488	600	600	-	**7,975**	6,000	(1,975)
5512 Printing	425	1,878	-	754	219	-	-	-	683	359	650	650	-	**5,618**	6,500	882
5513 Other taxes and fees	3	874	2,059	1,637	4,226	159	1,393	2,577	8,006	696	700	700	-	**23,030**	25,000	1,970
5514 Bank Charges	-	-	(231)	-	(40)	145	65	-	(295)	1	100	100	-	**(155)**	2,500	2,655
5515 Public Relations/Recruitment	220	265	1,418	4,207	632	236	1,755	2,232	403	1,556	1,500	1,500	-	**15,923**	30,000	14,077
5516 Miscellaneous Expense	-	-	-	-	-	-	-	-	390	-	-	-	-	**390**	-	(390)
5520 Scholarship Expense	-	5,000	-	-	-	-	1,000	-	-	25,272	-	-	-	**31,272**	-	(31,272)
5530 School Fundraising Expense	-	2,275	345	1,499	449	-	-	-	6,706	493	1,500	1,500	-	**14,767**	37,000	22,233
5531 ASB Fundraising Expense	523	4,283	21,197	16,356	1,907	17,393	5,102	25,562	17,139	9,103	8,000	8,000	-	**134,563**	134,188	(375)
5900 Communications	5,054	3,655	3,282	(3,309)	150	3,340	4,087	4,068	3,795	3,564	3,500	3,500	-	**34,686**	47,000	12,314
	64,345	91,835	86,014	75,698	49,487	69,431	77,133	63,472	83,896	94,217	67,157	67,157	-	**889,842**	**880,328**	**(9,513)**
Depreciation															-	
6900 Depreciation Expense	13,795	20,179	20,318	37,590	27,779	27,474	29,556	29,195	29,289	29,581	29,556	29,556	-	**323,869**	152,374	(171,495)
	13,795	20,179	20,318	37,590	27,779	27,474	29,556	29,195	29,289	29,581	29,556	29,556	-	**323,869**	**152,374**	**(171,495)**
Interest															-	
7438 Interest Expense	-	-	43	313	457	-	-	-	25	-	250	250	-	**1,337**	-	(1,337)
	-	-	43	313	457	-	-	-	25	-	250	250	-	**1,337**	**-**	**(1,337)**
															-	
Total Expenses	**1,255,405**	**1,784,579**	**1,508,687**	**1,558,807**	**1,538,621**	**1,562,981**	**1,439,249**	**1,423,888**	**1,522,998**	**1,516,201**	**1,874,664**	**1,825,869**	**134,610**	**18,946,561**	**18,429,068**	**(517,493)**
Monthly Surplus (Deficit)	**(1,213,134)**	**(1,168,842)**	**(727,824)**	**348,724**	**(516,492)**	**486,529**	**250,028**	**(223,273)**	**1,340,095**	**966,619**	**(294,673)**	**(270,206)**	**3,267,674**	**2,245,225**	**1,085,515**	**1,159,710**
														12%		
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(1,213,134)	(1,168,842)	(727,824)	348,724	(516,492)	486,529	250,028	(223,273)	1,340,095	966,619	(294,673)	(270,206)	3,267,674	**2,245,225**	*1.79*	
Cash flows from operating activities															*Coverage - 1.20*	
Depreciation/Amortization	13,795	20,179	20,318	37,590	27,779	27,474	29,556	29,195	29,289	25,240	29,556	29,556	-	**319,528**		
Public Funding Receivables	1,559,715	217,170	(220,348)	178,054	14,481	(558,398)	645,762	(97,362)	69,378	(19,366)	167,420	-	(3,402,284)	**(1,445,778)**		
Grants and Contributions Rec.	738	-	75	-	-	11,854	-	-	-	-	-	-	-	**12,667**		
Prepaid Expenses	(381,205)	165,899	187,163	(185,430)	210,338	(40,889)	(22,481)	(4,234)	9,373	(790)	-	-	-	**(62,257)**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(40,718)	(428)	(1,312)	1,118	23,709	(27,697)	50,389	(37,064)	(13,291)	416	-	-	134,610	**89,730**		
Accrued Expenses	(997,192)	76,713	(44,876)	93,607	235,249	(303,094)	69,210	(29,038)	(7,852)	11,815	-	-	-	**(895,458)**		
Deferred Revenue	-	-	-	(121,175)	-	-	-	-	-	-	-	-	-	**(121,175)**		
Other Liabilities	53,299	53,299	53,299	53,299	53,299	53,299	53,299	53,299	53,299	53,299	53,299	53,299	-	**639,588**		
Purchases of Prop. And Equip.	(12,510)	(406,619)	(157,369)	(162,733)	(135,830)	(30,173)	(381,475)	(170,620)	(116,503)	(67,680)	-	-	-	**(1,641,511)**		
Total Change in Cash	(1,017,212)	(1,042,630)	(890,873)	243,052	(87,468)	(381,096)	694,288	(479,096)	1,363,788	969,553	(44,398)	(187,351)				
Cash, Beginning of Month	5,272,309	4,255,097	3,212,467	2,321,594	2,564,646	2,477,179	2,096,083	2,790,371	2,311,275	3,675,063	4,644,616	4,600,218				
Cash, End of Month	**4,255,097**	**3,212,467**	**2,321,594**	**2,564,646**	**2,477,179**	**2,096,083**	**2,790,371**	**2,311,275**	**3,675,063**	**4,644,616**	**4,600,218**	**4,412,867**	*123.17*	*ADCOH - 45*		

SAMPLE Charter School

Budget vs. Actual Report

For the period ended April 30, 2018

4/30/2018

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid-Revenue Limit							
LCFF Revenue	$ 1,427,620	$ 1,252,856	$ 174,764	$ 8,838,765	$ 9,153,337	$ (314,572)	12,911,904
Education Protection Account	-	619,301	(619,301)	1,569,634	1,465,819	103,815	1,954,425
State Aid - PY	103,981	-	103,981	194,240	-	194,240	-
In Lieu of Property Taxes	226,454	318,426	(91,972)	702,908	607,038	95,870	925,464
Total State Aid-Revenue Limit	1,758,055	2,190,582	(432,527)	11,305,547	11,226,194	79,353	15,791,793
Federal Revenue							
Federal Special Education - IDEA	-	-	-	-	92,397	(92,397)	184,794
Federal Child Nutrition	72,280	53,755	18,525	545,501	350,824	194,678	565,845
Title I, Part A - Basic Low Income	-	-	-	526,475	277,495	248,980	369,993
Title II, Part A - Teacher Quality	-	-	-	66,044	3,394	62,650	4,525
Other Federal Revenue	1,348	-	1,348	25,062	-	25,062	-
Federal - Prior Year Adjustments	-	-	-	4,688	-	4,688	-
Total Federal Revenue	73,628	53,755	19,873	1,167,770	724,109	443,661	1,125,157
Other State Revenue							
State Special Education - AB602	89,158	87,314	1,844	589,865	589,680	185	764,308
State - Child Nutrition	5,982	4,942	1,040	44,870	32,256	12,615	52,025
State - School Facilities Apportionment	226,769	-	226,769	680,308	577,481	102,827	1,154,963
Mandated Cost Reimbursement	58,958	-	58,958	156,892	36,596	120,296	94,225
State - State Lottery	62,033	56,729	5,304	130,952	113,458	17,494	291,051
State - Prior Year Revenue	6	-	6	21,532	-	21,532	-
State - Other State Revenue	177,492	-	177,492	307,478	-	307,478	-
Total Other State Revenue	620,398	148,985	471,412	1,931,897	1,349,471	582,427	2,356,572
Local Revenue							
Food Service Sales	5,137	5,607	(470)	44,564	47,805	(3,241)	59,018
Food Non-Program Breakfast Revenue	74	-	74	437	-	437	-
Food Non-Program Lunch Revenue	795	-	795	5,108	-	5,108	-
Interest Revenue	-	-	-	530	-	530	-
Other Fees and Contracts	-	-	-	250	-	250	-
ASB Fundraising	19,137	14,761	4,376	155,520	119,428	36,092	134,188
School Fundraising	5,597	5,264	332	36,875	42,591	(5,716)	47,855
Contributions, Unrestricted	-	-	-	5,350	-	5,350	-
Total Local Revenue	30,740	25,632	5,109	248,633	209,824	38,810	241,062
Total Revenue	**$ 2,482,821**	**$ 2,418,954**	**$ 63,867**	**$ 14,653,847**	**$ 13,509,597**	**$ 1,144,251**	**$ 19,514,583**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	$ 340,765	$ 351,405	$ 10,640	$ 3,469,781	$ 3,514,051	$ 44,270	4,216,861
Certificated Teachers' Substitute Hours	25,842	19,758	(6,085)	199,683	177,821	(21,862)	217,337
Certificated Teachers' Extra Duties	9,993	9,895	(98)	88,071	89,056	985	108,846
Certificated Pupil Support Salaries	42,249	35,376	(6,873)	441,313	353,759	(87,553)	424,511
Certificated Administrators' Salaries	64,132	54,124	(10,008)	663,785	541,235	(122,549)	649,482
Other Certificated Salaries	2,855	-	(2,855)	4,262	-	(4,262)	-
Total Certificated Salaries	485,836	470,558	(15,278)	4,866,895	4,675,922	(190,973)	5,617,037
Classified Salaries							
Classified Instructional Salaries	31,019	40,995	9,976	317,966	368,958	50,993	450,949
Classified Support Salaries	41,349	42,015	667	373,612	420,154	46,542	504,184
Clerical and Office Staff Salaries	78,976	72,614	(6,363)	745,503	726,136	(19,367)	871,363
Other Classified Salaries	73,347	51,931	(21,416)	644,065	519,310	(124,755)	623,172
Total Classified Salaries	224,691	207,555	(17,136)	2,081,146	2,034,558	(46,588)	2,449,669
Benefits							
State Teachers' Retirement System	74,852	67,901	(6,950)	669,291	674,736	5,445	810,538
OASDI/Medicare/Alternative	15,442	12,868	(2,574)	129,448	126,143	(3,306)	151,879
Medicare	10,259	9,833	(427)	100,403	97,302	(3,101)	116,967
Health and Welfare Benefits	168,414	159,500	(8,914)	1,584,441	1,595,000	10,559	1,914,000
State Unemployment Insurance	354	2,009	1,655	3,759	36,162	32,403	40,180
Workers' Compensation Insurance	12,472	9,494	(2,978)	112,729	93,947	(18,782)	112,934
Other Benefits, certificated positions	1,750	-	(1,750)	17,786	-	(17,786)	-
Total Benefits	283,542	261,605	(21,937)	2,617,858	2,623,289	5,431	3,146,499

SAMPLE Charter School

Budget vs. Actual Report

For the period ended April 30, 2018

4/30/2018

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Curricula Materials	482	-	(482)	29,196	200,000	170,804	200,000
Books and Other Reference Materials	725	-	(725)	48,107	125,000	76,893	125,000
School Supplies	33,526	16,667	(16,859)	117,324	166,667	49,343	200,000
Special Activities/Field Trips	(36,594)	15,000	51,594	43,623	135,000	91,378	150,000
Uniforms	4,010	2,083	(1,927)	28,050	20,833	(7,217)	25,000
Software	7,569	9,333	1,764	80,499	93,333	12,834	112,000
Noncapitalized Equipment	(13,041)	-	13,041	431,105	750,000	318,895	750,000
Food Services	55,410	61,535	6,125	571,541	553,817	(17,723)	676,888
Food Non-Program Breakfast Expense	55	-	(55)	409	-	(409)	-
Food Non-Program Lunch Expense	464	-	(464)	3,700	-	(3,700)	-
Total Books & Supplies	52,606	104,619	52,012	1,353,552	2,044,651	691,099	2,238,888
Subagreement Services							
Nursing	-	-	-	9,164	-	(9,164)	-
Special Education	21,184	13,182	(8,002)	157,451	118,636	(38,814)	145,000
Transportation	49,782	727	(49,055)	55,946	6,545	(49,401)	8,000
Security	2,221	3,636	1,415	21,663	32,727	11,065	40,000
Other Educational Consultants	-	200	200	-	1,600	1,600	2,000
Total Subagreement Services	73,187	17,745	(55,441)	244,223	159,509	(84,714)	195,000
Professional & Consulting Services							
IT	-	2,083	2,083	4,200	20,833	16,633	25,000
Audit and Tax	-	4,667	4,667	20,733	14,000	(6,732)	14,000
Legal	268	2,083	1,815	30,965	20,833	(10,131)	25,000
Professional Development	8,475	17,500	9,025	63,795	140,000	76,205	175,000
General Consulting	(5,080)	3,200	8,280	47,531	25,600	(21,931)	32,000
Payroll Service Fee	668	2,000	1,332	13,575	20,000	6,426	24,000
Management Fee	13,917	14,000	83	140,295	140,000	(295)	168,000
District Oversight Fee	-	21,906	21,906	-	112,262	112,262	157,918
LACOE Fees	-	1,750	1,750	6,586	5,250	(1,336)	7,000
Total Professional & Consulting Services	18,248	69,189	50,941	327,678	498,779	171,100	627,918
Facilities, Repairs, & Other Leases							
Rent	236,988	236,988	0	2,369,875	2,369,879	4	2,843,855
Additional Rent	10,555	10,000	(555)	102,812	100,000	(2,812)	120,000
Equipment Leases	4,200	3,333	(867)	32,680	33,333	653	40,000
Other Leases	421	-	(421)	7,077	-	(7,077)	-
Real/Personal Property Taxes	-	4,167	4,167	38,795	41,667	2,872	50,000
Repairs and Maintenance	2,129	5,625	3,496	47,706	56,250	8,544	67,500
Total Facilities, Repairs, & Other Leases	254,293	260,113	5,820	2,598,947	2,601,129	2,182	3,121,355
Operations & Housekeeping							
Auto and Travel Expense	10,973	17,500	6,527	75,682	70,000	(5,682)	70,000
Business Meals	1,785	833	(951)	9,585	8,333	(1,252)	10,000
Dues & Memberships	2,083	2,500	417	20,700	25,000	4,300	30,000
Insurance	10,107	11,667	1,559	120,353	116,667	(3,686)	140,000
Utilities	12,250	19,345	7,095	159,356	193,450	34,094	232,140
Janitorial/Trash Removal	7,605	3,333	(4,272)	68,245	33,333	(34,912)	40,000
Office Expense	7,882	5,833	(2,048)	66,637	58,333	(8,304)	70,000
Postage and Shipping	488	600	112	6,775	4,800	(1,975)	6,000
Printing	359	650	291	4,318	5,200	882	6,500
Other taxes and fees	696	2,500	1,804	21,630	20,000	(1,630)	25,000
Bank Charges	1	250	249	(355)	2,000	2,355	2,500
Public Relations	1,556	3,000	1,444	12,923	24,000	11,077	30,000
Miscellaneous Expense	-	-	-	390	-	(390)	-
Scholarship Expense	25,272	-	(25,272)	31,272	-	(31,272)	-
School Fundraising Expense	493	3,083	2,590	11,767	30,833	19,066	37,000
ASB Expenses	9,103	11,182	2,079	118,563	111,824	(6,740)	134,188
Communications	3,564	3,917	353	27,686	39,167	11,481	47,000
Total Operations & Housekeeping	94,217	86,194	(8,023)	755,527	742,940	(12,587)	880,328

SAMPLE Charter School

Budget vs. Actual Report

For the period ended April 30, 2018

4/30/2018

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Depreciation							
Depreciation Expense	29,581	12,698	(16,883)	264,757	126,978	(137,779)	152,374
Total Depreciation	29,581	12,698	(16,883)	264,757	126,978	(137,779)	152,374
Interest							
Interest Expense	-	-	-	837	-	(837)	-
Total Interest	-	-	-	837	-	(837)	-
Total Expenses	**$ 1,516,201**	**$ 1,490,276**	**$ (25,925)**	**$ 15,111,421**	**$ 15,507,755**	**$ 396,334**	**$ 18,429,068**
Change in Net Assets	**966,619**	**928,678**	**37,941**	**(457,574)**	**(1,998,158)**	**1,540,584**	**1,085,515**
Net Assets, Beginning of Period	6,225,954			7,650,147			
Net Assets, End of Period	**$ 7,192,574**			**$ 7,192,574**			

SAMPLE Charter School

Statement of Financial Position

April 30, 2018

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 4,644,616	$ 5,272,309	$ (627,692)	-12%
Accounts Receivable	-	12,667	(12,667)	-100%
Public Funding Receivables	167,420	1,956,506	(1,789,086)	-91%
Prepaid Expenses	326,297	264,040	62,257	24%
Total Current Assets	**5,138,334**	**7,505,521**	**(2,367,187)**	**-32%**
Long Term Assets				
Property & Equipment, Net	3,109,345	1,728,251	1,381,094	80%
Deposits	10,000	10,000	-	0%
Total Long Term Assets	**3,119,345**	**1,738,251**	**1,381,094**	**79%**
Total Assets	**$ 8,257,679**	**$ 9,243,772**	**$ (986,093)**	**-11%**
Liabilities				
Current Liabilities				
Accounts Payable	$ 450	$ 45,330	$ (44,880)	-99%
Accrued Liabilities	353,641	1,249,095	(895,455)	-72%
Deferred Revenue	18,128	139,303	(121,175)	-87%
Deferred Rent, Current Portion	0	0	-	0%
Total Current Liabilities	**372,219**	**1,433,728**	**(1,061,509)**	**-74%**
Long Term Liabilities				
Deferred Rent, Net of Current Portion	692,887	159,897	532,990	333%
Total Long Term Liabilities	**692,887**	**159,897**	**532,990**	**333%**
Total Liabilities	**1,065,106**	**1,593,625**	**(528,519)**	**-33%**
Total Net Assets	**7,192,574**	**7,650,147**	**(457,574)**	**-6%**
Total Liabilities and Net Assets	**$ 8,257,679**	**$ 9,243,772**	**$ (986,093)**	**-11%**

SAMPLE Charter School

Statement of Cash Flow

For the period ended April 30, 2018

	Month Ended 4/30/2018	YTD Ended 4/30/2018
Cash Flow From Operating Activities		
Changes in Net Assets:	$ 966,619	$ (457,574)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	25,241	260,417
Decrease/(increase) in Operating Assets:		
Public Funding Receivable	(19,366)	1,789,086
Grants, Contributions & Pledges Receivable	-	12,667
Prepaid Expenses	(790)	(62,257)
Accounts Payable	416	(44,880)
Accrued Expenses	11,815	(895,455)
Deferred Revenue	-	(121,175)
Other Liabilities	53,299	532,990
Total Cash Flow from Operating Activities	70,615	1,471,393
Cash Flows from Investing Activities		
Purchase of Property & Equipment	(67,680)	(1,641,511)
Total Cash Flows from Investing Activities	(67,680)	(1,641,511)
Change in Cash & Cash Equivalents	969,554	(627,692)
Cash & Cash Equivalents, Beginning of Period	3,675,063	5,272,309
Cash and Cash Equivalents, End of Period	**$ 4,644,616**	**$ 4,644,616**

SAMPLE Charter School

Accounts Payable Aging

April 30, 2018

Vendor Name	Invoice/Credit Number	Invoice/Credit Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Vendor Name	RELI042718	4/27/2018	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00
Vendor Name	SAMS032018	3/20/2018	(50.00)	-	-	-	-	(50.00)
		Total Outstanding Invoices	**$ 450.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 450.00**

SAMPLE Charter School

Check Register

For the period ended April 30, 2018

Check Number	Vendor Name	Description	Check Date	Check Amount
104905	Vendor Name	Copier contract 03/01/18-03/31/18	4/3/2018	3,569.74
104906	Vendor Name	April Storage	4/5/2018	555.00
104907	Vendor Name	Graduation Honor Cords	4/5/2018	189.00
104908	Vendor Name	Janitorial Supplies	4/5/2018	954.52
104909	Vendor Name	Jerseys and Shorts 3/18	4/5/2018	885.72
104910	Vendor Name	Kitchen Supplies	4/5/2018	59.84
104911	Vendor Name	Office Supplies 03/18	4/5/2018	3,211.46
104912	Vendor Name	Paper Rolls	4/5/2018	59.81
104913	Vendor Name	PSE - 02/01/18 - 02/28/18	4/5/2018	4,796.50
104914	Vendor Name	Shipping	4/5/2018	20.57
104915	Vendor Name	Textbooks	4/5/2018	481.80
104916	Vendor Name	Transportation Svcs - 3/12/18-3/15/18	4/5/2018	1,650.00
104917	Vendor Name	T-Shirts	4/5/2018	1,492.90
104918	Vendor Name	Augusta Fanatic Long Sleeve Shirts (30)	4/6/2018	767.30
104919	Vendor Name	Biology Supplies	4/6/2018	95.36
104920	Vendor Name	Classroom keys for backup inventory	4/6/2018	390.56
104921	Vendor Name	American Apparel USA-Made Jerseys (15)	4/12/2018	321.25
104922	Vendor Name	Electric Svcs 03/06/18-04/05/18	4/12/2018	9,360.97
104923	Vendor Name	Fire Alarm Monitoring	4/12/2018	65.00
104924	Vendor Name	Gas Svc 03/06/18-04/04/18	4/12/2018	1,304.42
104925	Vendor Name	Health Ins. 04/01/18-04/30/18	4/12/2018	171,307.00
104926	Vendor Name	Notary Service 04/04/18	4/12/2018	25.00
104927	Vendor Name	Pay period end 03/15/18, 11/30/17,3/31/18	4/12/2018	668.00
104928	Vendor Name	Waste Svcs 04/01/18-04/30/18	4/12/2018	2,149.40
104929	Vendor Name	Repair and Replacement Fund	4/16/2018	10,000.00
104930	Vendor Name	Annual Renewal Fee	4/19/2018	50.00
104931	Vendor Name	Copier Contract 05/01/18-05/31/18	4/19/2018	3,673.01
104932	Vendor Name	Cover: 8x6 Blue Royal (175)	4/19/2018	1,552.11
104933	Vendor Name	Drinking Water 03/18	4/19/2018	69.00
104934	Vendor Name	Equipment Installation Agreement	4/19/2018	29,540.53
104935	Vendor Name	E-rate services 01/18-03/18	4/19/2018	1,000.00
104936	Vendor Name	Fixed Monitoring Monthly Fee 04/18	4/19/2018	2,156.00
104937	Vendor Name	Master Lockbox	4/19/2018	54.75
104938	Vendor Name	Newspapers in Eductation 51 copies #8094N	4/19/2018	30.60
104939	Vendor Name	Office Supplies 03/18, 4/18	4/19/2018	2,094.94
104940	Vendor Name	Official for Boys Volleyball Game 04/10/18	4/19/2018	62.00
104941	Vendor Name	Official for Boys Volleyball Game 04/10/18	4/19/2018	72.00
104942	Vendor Name	Pick up and destroy - Security Cabinets	4/19/2018	70.00
104943	Vendor Name	Professional Services through 03/31/18	4/19/2018	267.90
104944	Vendor Name	Safety Supplies	4/19/2018	362.50
104945	Vendor Name	Shipping	4/19/2018	70.58
104946	Vendor Name	SLP Services 02/01/18-02/28/18	4/19/2018	8,437.50
104947	Vendor Name	Startech HDMI over Cat5 Extender	4/19/2018	225.57
104948	Vendor Name	Transportation 03/21/18-04/02/18	4/19/2018	5,105.00
104949	Vendor Name	WC Ins. PAWC914434 01/01/18-01/01/19	4/19/2018	12,898.18
104950	Vendor Name	Food Svc 03/18	4/20/2018	54,580.82

Total Disbursements Issued in April **$ 336,754.11**

60-Day Compliance Reminders

Area	Due Date	Description	Completed By	Board Must Approve	Client Signature Required	Additional Information
DATA TEAM	May-31	**English Language Proficiency Assessments for California (ELPAC)** - State and federal law require that local educational agencies administer a state test of English language proficiency (ELP) to eligible students in kindergarten through grade twelve. The CDE is transitioning from the CELDT to the ELPAC as the state ELP assessment by 2018. The ELPAC will be aligned with the 2012 California English Language Development Standards. It will be comprised of two separate ELP assessments: one for the initial identification of students as English learners (ELs), and a second for the annual summative assessment to measure a student's progress in learning English and to identify the student's level of ELP. The CELDT initial assessment can be administered from July 1 through June 30 and is given within 30 days of the student being determined eligible for initial testing. The annual assessment is administered through ELPAC between 2/1/2018 - 5/31/2018	Client	No	No	http://www.cde.ca.gov/ta/tg/ep/
FINANCE	May-31	**Complete Consolidated Application reporting - Spring -** The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.	Charter Impact with Client support	Yes	No	https://www.cde.ca.gov/fg/aa/co/index.asp
FINANCE	Jun-01	**Executive School Leadership Review Evaluation –** The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	Client with Charter Impact support	Yes	No	This is an IRS requirement for Executive Director positions. If needed, Charter Impact can provide data on comparable salaries for your organization's Board of Directors.
FINANCE	Jun-01	**SB 740 Charter School Facility Grant Program applications (Continuing Schools)-** The SB740 Program is intended to provide grants to charter schools to assist with facilities' rent and lease costs associated with the school. Each year applicants must submit a new Application and the Authority will determine eligibility on an annual basis. Charter schools must also meet the FRPM Eligibility requirements each year.	Charter Impact	No	Yes	http://www.treasurer.ca.gov/csfa/csfgp/index.asp
FINANCE	Jun-01	**Submit Preliminary Budget Plan to Authorizer -** Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations.	Charter Impact	No	No	

60-Day Compliance Reminders

Area	Due Date	Description	Completed By	Board Must Approve	Client Signature Required	Additional Information
FINANCE	Jun-15	**Submit Charter Schools Annual Information Survey -** The Charter Schools Annual Information Survey has 5 sections: location and school contact information, authorizing agency, site, curriculum and governance information, facilities, retirement and services information, and funding. The funding selection impacts how your school receives revenue payments. All charter schools must be either directly or locally funded. For example: LCFF apportionment funds for a locally funded charter school flow through its local chartering authority whereas funds for a direct funded charter school may flow directly to the county treasurer and then to the charter school. However, the funding type decision may impact the amount of other state and federal funds that a charter school receives, outside the LCFF. This decision may be reconsidered on an annual basis.	Charter Impact	No	Yes	https://www.cde.ca.gov/sp/cs/ac/csinfosvy1617.asp
OPERATIONS	Jun-30	**Approve school calendar and instructional minutes -** 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	Client with Charter Impact support	Yes	No	https://www.cde.ca.gov/fg/aa/pa/lcffitfaq.asp
GOVERNANCE	Jun-30	**Review your Parental Involvement Policy -** Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	Client	Yes	No	https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp
GOVERNANCE	Jun-30	**Review your Homeless Education Policy -** A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	Client	No	No	https://www.cde.ca.gov/sp/hs/cy/strategies.asp
DATA TEAM	Jun-30	**CALPADS and CBEDS Charter School reporting status change -** Existing charter schools may request a change to how they submit their data to CALPADS and CBEDS only between June 1 and June 30. Forms postmarked after that date are reviewed on a case-by-case basis and no forms will be processed after Census Day – the first Wednesday in October.	Client with Charter Impact support	No	No	https://www.cde.ca.gov/ds/sp/cl/documents/statuschgformv9.doc
FINANCE	Jun-30	**School Nutrition Application Due to CDE -** Funding supports five school meal and milk programs to assist schools, districts, and other nonprofit agencies in providing nutritious meals and milk to children at reasonable prices or free to qualified applicants. The five programs are the National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Feeding Option (SSFO), Special Milk Program (SMP), and State Meal Program (STMP)	Client	No	No	https://www.cde.ca.gov/fg/fo/profile.asp?id=5104
FINANCE	Jun-30	**Educator Effectiveness Funds Deadline** - The 2015-16 State Budget Act provided approximately $1,466 per 2014-15 certificated, full-time equivalent employee for the Educator Effectiveness Program (Resource Code 6264). These funds must be spent or encumbered by this date.	Client	No	No	https://www.cde.ca.gov/fg/aa/ca/educatoreffectiveness.asp

Coversheet

2019-2020 Food Services Management Contract

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	G. 2019-2020 Food Services Management Contract
Purpose:	Vote
Submitted by:	
Related Material:	2019-2020 TEACH RFP Results for Board Complete 06-10-2019.pdf TEACH FSMC DRAFT Contact with B4YM 2019-2020 06-10-2019.pdf TEACH PS FSMC 2019-20 Proposal.pdf

Name of Food Service Management Company:	***Revolution Foods***
Name of Evaluator(s):	**Enrique Robles**
Date of Evaluation:	**5/30/2019**



CRITERIA	MAXIMUM POINTS	Bid Score
Cost	**30**	20
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	**20**	20
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	**20**	18
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	**20**	18
The financial stability of the Respondent.	**25**	23
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	**20**	16
TOTAL POINTS	135	115

Name of Food Service Management Company:	***Preferred Meals***
Name of Evaluator(s):	**Enrique Robles**
Date of Evaluation:	**5/30/2019**

TEACH PUBLIC SCHOOLS

CRITERIA	MAXIMUM POINTS	Bid Score
Cost	63	28
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	53	20
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	53	17
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	53	18
The financial stability of the Respondent.	58	20
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	53	18
TOTAL POINTS	135	121

Name of Food Service Management Company:	***School Nutrition Plus***
Name of Evaluator(s):	**Enrique Robles**
Date of Evaluation:	**5/31/2019**



CRITERIA	MAXIMUM POINTS	Bid Score
Cost	**30**	23
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	**20**	18
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	**20**	18
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	**20**	19
The financial stability of the Respondent.	**25**	22
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	**20**	19
TOTAL POINTS	135	119

Name of Food Service Management Company:	***Better 4 You Meals***
Name of Evaluator(s):	**Enrique Robles**
Date of Evaluation:	**5/31/2019**

TEACH PUBLIC SCHOOLS

CRITERIA	MAXIMUM POINTS	Bid Score
Cost	**30**	29
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	**20**	20
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	**20**	19
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	**20**	19
The financial stability of the Respondent.	**25**	24
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	**20**	20
TOTAL POINTS	135	131

Name of Food Service Management Company:	***Fresh Start Meals***
Name of Evaluator(s):	**Enrique Robles**
Date of Evaluation:	**5/31/2019**

TEACH PUBLIC SCHOOLS

CRITERIA	MAXIMUM POINTS	Bid Score
Cost	**30**	28
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	**20**	19
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	**20**	19
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	**20**	19
The financial stability of the Respondent.	**25**	22
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	**20**	19
TOTAL POINTS	135	126

TEACH Public Schools
School Nutrition Program
RFP 2019-2020-001: Food Tasting Survey Results 06-06-2019

	Student 1	Student 2	Student 3	Student 4	Student 5	Student 6	Student 7	Student 8	Student 9	Student 10
Better 4 You Meals	10	5	4	0	10	9	9	10	9	10
Fresh Start Meals	8	10	10	10	3	10	7	8	6	8
Preferred Meals	6	2	1	0	1	8	5	5	4	7

	Student 11	Student 12	Student 13	Student 14	Student 15	Student 16	Student 17	Student 18	Student 19	Student 20
Better 4 You Meals	5.5	10	8	5	10	9	10	5	7	5
Fresh Start Meals	7	7.5	10	10	7.5	10	6	10	10	10
Preferred Meals	6	6	5	1	6.5	3	6	2	0	3

	Student 21	Student 22	Student 23	Student 24	Student 25	Student 26		Parent 1		Total Points
Better 4 You Meals	10	9	10	9	9	8		10		215.5
Fresh Start Meals	6	6	5	6	6	7		6		210
Preferred Meals	2	4	2	4	4	6		1		100.5

	Principal 1	Principal 2	Principal 3	Total Points
Better 4 You Meals	12	13	12	37
Fresh Start Meals	10	11	10	31
Preferred Meals	5	5	5	15

TEACH

PUBLIC SCHOOLS

Exhibit 1: Model Fixed-Price Contract
For
FOOD SERVICE MANAGEMENT COMPANY

TEACH Public Schools
FOOD SERVICE PROGRAM

TEACH Public Schools
Attn: Enrique Robles
1846 W. Imperial Hwy. Los Angeles, CA 90047
e-mail TPS-Compliance@teachps.org

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TEACH
PUBLIC SCHOOLS

Model Fixed-Price Contract

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Contract Summary

FOOD SERVICES CONTRACT	CONTRACT NUMBER
	2019-2020-001
	REGISTRATION NUMBER

1 This contract is entered into between the school food authority and the food service management company named below:

SCHOOL FOOD AUTHORITY NAME

TEACH, Inc. (dba TEACH Public Schools)

FOOD SERVICE MANAGEMENT COMPANY NAME

Better 4 You Meals

2 **The term of this Contract is for one year, commencing on** **07/01/2019** **and ending on** **06/30/2020**

3 The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served **$914,225.00**

4 The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.

Request for Proposal Released	*Enter* page(s)
Contractor Proposal Received	*Enter* page(s)
Attached Terms and Conditions	*Enter* page(s)
Exhibit A: Scope of Work	*Enter* page(s)
Exhibit B: Schedule of Fees	*Enter* page(s)

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

FOOD SERVICE MANAGEMENT COMPANY

NAME of FSMC *(if other than an individual, state whether a corporation, partnership, etc.)*

Better 4 You Meals

BY *(Authorized Signature)* ✍

DATE SIGNED *(do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven Holguin

ADDRESS

5743 Smithway St. Suite #103, Commerce, CA 90040

SCHOOL FOOD AUTHORITY

NAME of SFA

TEACH Public Schools

BY *(Authorized Signature)* ✍

DATE SIGNED *(do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

MATTHEW BROWN, CHIEF OPERATING & FINANCIAL OFFICER

California Department of Education Use Only

☐ Exempt per:

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Model Fixed-Price Contract

I. Introduction

TEACH Public Schools, hereinafter referred to as the school food authority (SFA), enters into this Contract with **Better 4 You Meals**, hereinafter referred to as the food service management company (FSMC) to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on **07/01/2019**, and continue through **06/30/2020** After careful consideration, the SFA may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, *Code of Federal Regulations* [*7 CFR*], Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Enrique Robles		Name: Steven Holguin	
Title: Program Director		Title: Vice President of Sales & Marketing	
Phone: 323-872-0808	Cell Phone: 213-949-8621	Phone: 323-838-5555	Cell Phone: 310-678-5958
Fax:	E-mail: erobles@teachps.org	Fax:	E-mail: sholguin@better4youmeals.com

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Enrique Robles	Name: Steven Holguin
Title: Program Director	Title: Vice President of Sales & Marketing
Address: 1846 W. Imperial Hwy. Los Angeles, CA 90047	Address: 5743 Smithway St. Suite #103, Commerce, CA 90040

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C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations* (7 *CFR*), parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, *Code of Federal Regulations [2 CFR*], sections 200 & 400).

2. Payment Terms

The FSMC shall submit **MONTHLY** invoices by 5th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, parts 200 or 400, as applicable. The SFA will pay invoices submitted by the FSMC within 30 days of the invoice date. The SFA will pay invoices received by its accounting department within 60 days of receipt of invoices and processing, if the invoices pass the SFA's audit (7 *CFR*, sections 210.14[a] 210.19[a], 210.21[c][3]). The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA (7 *CFR*, sections 210.19[a][1], 210.14[a], 210.21[f]).

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund (2 *CFR*, Section 200.449).

4. Spoiled or Unwholesome Food

The SFA shall make no payment to the FSMC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA for

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the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR,* Section 210.16[c][3]).

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [Los Angeles (CPI)]. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

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G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19 [a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract (2 *CFR*, Section 200.324 [b][5]):

- The addition of a program
- A major shift in responsibilities for FSMC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (2 *CFR*, Section 200.324 [b][4])

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal

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- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant (7 *CFR*, Section 200.315)

- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 *CFR*, Section 200.315[B])

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those

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materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification & Breach of Contract

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

Q. Sanctions

If the FSMC fails to perform the contract terms:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance within 10 business days
- Payment will be delayed up to 90 days until compliance is adhered.
- Continued nonperformance will result in termination of this contract within 30 days of issuance of Notice to Cure.
- FSMC may be prohibited from bidding on future contracts with the SFA.

R. Penalties

Costs resulting from the SFA's violations, alleged violations of, or failure to comply with, Federal, State, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

S. Small and Minority Businesses - Prime Contractors and Subcontractors

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(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (2 *CFR*, Part 200.321[a][b][1-6])

T. The FSMC shall comply with the provisions referenced in Appendix II to 2 *CFR* Part 200, which include but are not limited to:

a) Equal Employment Opportunity (for contracts in excess of $10,000)
b) Rights to Inventions Made Under a Contract or Agreement (if applicable)
c) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352) (Appendix II to 2 *CFR,* Part 200 (for contracts worth $100,000 or more]

U. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:

   - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market

   - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence

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- Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

V. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities (2 *CFR*, Section 210.23[b])

W. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with 2 *CFR,* Part 200, 7 *CFR,* parts 210 (NSLP), 220 (SBP), 225 (SFSP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction, USDA FNS Instructions and policy, federal laws and regulations, California *Education Code* (*EC*), and California laws and regulations, where applicable.

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X. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

Y. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract

III. Relationship of the Parties

A. The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC* Section 45103.5).

B. Where the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, SSO, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).

C. All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

III. Food Service Program

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A. Food Service Management Company Responsibilities

1. The FSMC will provide the SFA with an electronic Point of Service (POS) meal/milk counting system. Such meal/milk counting system must eliminate any potential for the overt identification of free and reduced-price eligible students under 7 *CFR,* Section 245.8. This POS system will be used for the duration of this Contract and the SFA will not take an ownership interest or option in the POS system provided

2. The SFA participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d) and 220.16[d]).

3. The Respondent will document why a non-domestic food is being substituted for domestic foods. The documentation is intended to indicate if the alternative food is due to the cost of domestic being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.

4. The Respondent will provide documentation about the percentage of domestic product in any processed end product. If the percentage is less than 51% then the respondent will notify the SFA of the non-domesticity of the process end product.

5. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (7 *CFR,* sections 210.09(b)(1) and 210.16[a][4]).

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3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR,* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR,* Section 210.8[a][1]).

4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR,* Section 210.16[a][4]).

5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR,* Section 210.10[m]).

6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR,* Section 210.16[a][5]).

7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).

8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR,* Section 245.6).

10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).

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11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.

12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and 7 *CFR,* Section 245.7).

13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR,* sections 245.6 and 245.6a).

14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR,* Section 210.16[a][8]).

15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being at an SFA facility (7 *CFR,* Section 210.16[a][7]). Meals are prepared by the FSMC off-site.

16. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced price, and paid reimbursable lunches to all eligible children (7 CFR, Section 210.16[a]).

V. Buy American Requirements

a. Food Service Management Company Responsibilities

1. The Food Service Management Company (FSMC) must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).

2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

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a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

b) Why competitive bids reveal the cost of domestic product are significantly higher than the nondomestic product.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.

2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.

3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR,* Section 210.16[a][6]).

2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:

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a. The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR,* Section 250.51[a])

b. The FSMC shall account for the full value of USDA Foods (7 *CFR,* Section 250.51) by:

   i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

   ii) Using the Average Price File for the school year that the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution Web page at http://www.fns.usda.gov/fdd/processor-pricing-reports

3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR,* Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR,* Part 250.

4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR,* Section 250.51[d]).

6. In accordance with 7 *CFR* Section 250.51(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR,* Section 250.54(c).

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7. According to 7 *CFR*, Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.

8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.

9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods (7 *CFR*, Section 250.53[a][9]).

10. The distributing agency, subdistributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods (7 *CFR*, Section 250.53[a][10])

11. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR,* Section 250.54(b).

12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods (7 *CFR*, Section 250.53[a][12]).

B. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).

2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).

3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

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4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

A. The FSMC shall (7 *CFR*, Section 250.54[a] and [c]):

1. Serve meals on such days and at such times as requested by the SFA.

2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program (7 *CFR*, Section 210.16[a]).

3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, Part 210.

B. The SFA shall:

1. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program (7 *CFR*, Section 210.16[a]).

2. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR,* Part 210.

3. Retain sole control of the preparation, delivery, and service of meals.

VIII. Food Service Management Company Employees

A. The FSMC shall only place employees for work in the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following Web page: http://www.fns.usda.gov/sites/default/files/cn/pofstandards_flyer.pdf.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

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A. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

B. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA [*Enter* number of weeks here] calendar weeks prior to the commencement of operation.

C. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.

D. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

E. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

F. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR,* Section 210.16(c)(1).

B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the

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fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR,* Section 210.9(b)(17) and 2 *CFR*, Section 200.336[a]).

C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.

D. The SFA and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (2 *CFR,* Section 200.336[a]).

X. Monitoring and Compliance

A. The SFA shall monitor the food service operation through periodic on-site visits in order to develop recommendations for improvement of the food service program

B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR,* Section 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR,* Section 210.8[a][1])
- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
- A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

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XI. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises. Meals are prepared by the FSMC off-site.

B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.

D. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.

E. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

F. All USDA Foods shall remain with the SFA (7 *CFR*, Section 210.16[a][6]).

G. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

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XII. Certifications

A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR,* Part 200 and 7 *CFR*, parts 210, 215, 220, 225, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued, including:

A. Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf

B. Section 508 of the Clean Water Act (33 *U.S.C.* 1368): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf

C. Executive Order 11738: http://www.epa.gov/isdc/eo11738.htm

D. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities

D. Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

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E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act: http://legcounsel.house.gov/Comps/EPCA.pdf.

The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. Contract Work Hours and Safety Standards Act Compliance: http://www.dol.gov/compliance/laws/comp-cwhssa.htm .
FSMC will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act.

XIII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as

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an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR,* Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, Section 210.16[d)]) The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period (2 *CFR*, Section 200.339[a][3]). This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Part 200). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under 2 *CFR*, Part 200, Appendix II(B). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

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Exhibit A

Scope of Work

1. Overview of TEACH Public Schools Food Service Program

A. Scale. The SFA employs 4 staff members who provide food service to approximately 1000 children at 4 sites, including 3 schools. The food service prepares approximately 150,000 meals annually.

B. Financial Goals. TEACH Public Schools intends on serving as many students, as possible, with the lowest fiscal impact to our school's general fund. The FSMC will be required to provide a plan on how to support TEACH's goal on ensuring waste is not occurring and ensuring our students receive a healthy & nutritious meal, in addition to providing solutions on waste management and crediting for unserved meals.

C. Management Goals. TEACH Public Schools expects the FSMC to be fiscally solvent, in compliance with all local, state and federal public health policies. In addition, the FSMC must have a clear business structure that allows TEACH's Management Team to clearly identify key decision makers to ensure the FSMC provides all items requested in a timely manner and has the least impact on students. The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program, School Lunch Program, Seamless Summer Option (SSO), and After School Snack Program. Additionally, the SFA strives to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program.

D. Food Service Office and Staff. The food service central office is located at TEACH Public School's Home Office. The Food Service Program is overseen by the Chief Operating Officer. In addition to the Chief Operating Officer, a Director of Program Compliance, Data & IT provides overall operations & general direct support within the TEACH network and it's SFA members. Lastly, the Business Operations Manager & School Officer Managers at each school will act as a liaison between the FSMC and the school.

E. National School Lunch Program and School Breakfast Program. Our schools participate in the National School Lunch Program and School Breakfast Program. SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program, School Lunch Program, Seamless Summer Option (SSO), and After School Snack Program.. Additionally, the SFA strives to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program. General food service goals are as to:

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- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improving relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, and successful menu variation and planning
- Maintain reasonable prices for students and adults participating in the food service program, while maximizing USDA commodities and any other local, state & federal compliant programs that support our Food Service Program
- Maintain student and staff morale at a high level

Participation:

TEACH Public Schools
2019-2020 Master Roster
School Nutrition Program Projection (updated: 03-05-2019)

PROGRAM	GRADES	Address	Service Type	Servers Required	POS Rep Required	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary	Currently K-2 but will grow to be TK-5	8505 S. Western Ave. Los Angeles, CA 90047	Serve All (Provision 2 or CEP Candidate Site)	1	1	175 *(for 19-20 but will grow to 400)*				
National School Lunch (NSLP)							165	10	140	15
School Breakfast Program (SBP)							165	10	140	15
NSLP Afterschool Meal Supplements (AMS) (Snacks)				0	0		60	0	60	0
CACFP Supper**				1	0		60	0	60	0
TEACH Academy of Technologies	5th - 6th	10045 S. Western Ave. Los Angeles, CA 90047	Serve All (Provision 2 Site)	1	1	450				
National School Lunch (NSLP)							400	15	350	35
School Breakfast Program (SBP)	7th - 8th	10000 S. Western Ave. Los Angeles, CA 90047		1	1		350	10	315	25
NSLP Afterschool Meal Supplements (AMS) (Snacks)				0	0		100	0	100	0
CACFP Supper**				1	0		120	0	120	0
Summer Food Service Program**				1	0		120	0	120	0
TEACH Tech Charter High School	9th - 12th	10616 S. Western Ave. Los Angeles, CA 90047	Offer vs Serve (Provision 2 Site)	1	1	450				
National School Lunch (NSLP)							300	15	250	35
School Breakfast Program (SBP)							250	10	215	25
NSLP Afterschool Meal Supplements (AMS) (Snacks)				0	0		80	0	80	0
CACFP Supper**				1	0		80	0	80	0
Summer Food Service Program**				1	1		120	0	120	0

** Contingent on Funding for After School and Summer Programs

*These numbers are based on full enrollment as of October 31 for the 2019-2020 school year. There is no guarantee these numbers will be met.

2. Description of FSMC Responsibilities

General: under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following. In addition, the FSMC will employ qualified professional(s) to ensure compliance with state and federal regulations, such as but not limited to Highly Qualified Nutritionist, Program Compliance staff and Quality Control professionals. Furthermore, the FSMC will be responsible for acting as the Point of Service (POS) utilizing SFA's Meal Service Online system (currently, MealTime).

Responsibilities of the FSMC shall include: The FSMC will supply MEALS to the SFA that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the Traditional Food-Based Menu Planning option which is further described at http://www.cde.ca.gov/ls/nu/he/smi.asp. The FSMC will prepare MEALS off-site (in a site that maintains the appropriate state and local health certifications) and will package and deliver these MEALS in accordance with the food safety guidelines of the appropriate governing health departments. FSMC must submit with their bid a copy of the current state and local health certifications. Additionally, the FSMC will supply a certified food handler to prepare, serve and dispose meals while ensuring a clean and sanitized area is provided in and around the serving area. Furthermore, the FSMC will be responsible for acting as the Point of Service (POS) utilizing SFA's Meal Service Online system (currently, MealTime).

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Facility or Site Operations

The FSMC shall recommend:

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- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs
- The FSMC shall comply with 2 CFR, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR* 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products**. The Food Service Management Company (FSMC) must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

    a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient

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and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.

b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.

c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product.

D. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR,* 210.16[b][1] and 220.80**.**)

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program**.**

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities

E. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

F. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service

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G. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA

H. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and/or the school board, upon request

I. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the **5**th of each month (7 *CFR,* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

J. Point of Service

Provide and/or implement an accurate point of service meal/milk count; such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR,* Section 245.8

3. Specific FSMC Tasks

None at the time of the RFP.

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Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

All costs are based on the average daily participation of 1000 students in the district and 185 number of school days.

Cost per Meal

Note: Prices must **not** include values for USDA Foods,
and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	750	$	$
Lunch	900	$	$
Snacks	150	$	$
Seamless Summer Feeding Option**	200	$	$
Nonreimbursable Meals	0	$	$
TOTAL		$	$

*Units to be provided by SFA

**Please note that our SFA will be adding additional schools in these categories.

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MASTER

TEACH Public Schools
FSMC Food Service Proposal
RFP: 2019-2020-001

c/o Mr. Enrique Robles
1846. W. Imperial Hwy
Los Angeles, California 90047

May 25, 2019



Cover Letter

May 25, 2019

Dear Ms. Bakke

On behalf of Better 4 You Meals Inc., please allow us to express our gratitude for the opportunity to submit this Proposal for FSMC Food Services.

We are confident that Better 4 You Meals will prove to be the ideal meal provider to meet TEACH Public Schools' needs. We have the team, resources, menu, and customer service team in place to deliver excellent service to TEACH Public Schools' schools.

As a social venture launched by actual public-school leaders, B4YM's performance, growth, retention, and school feedback prove we know school meals like no other. We are committed to providing your scholars with fresh, tasty, and 100% compliant meals every day.

As a social venture launched by actual public-school leaders, B4YM's performance, growth, retention, and school feedback prove we know school meals like no other. We are committed to providing your scholars with fresh, tasty, and 100% compliant meals every day.

Should you or your staff have any questions or require additional information, please do not hesitate to contact us. Proprietary documents are clearly marked "Proprietary" in the upper right corner.

Thank you again for this opportunity. We look forward to working with TEACH Public Schools and believe we can build a partnership and collaboration with TEACH Public Schools that can grow and thrive for many years to come.

Sincerely,

Fernando Castillo
Chief Executive Officer
Authorized Corporate Officer for Binding Contract
fcastillo@better4youmeals.com
(323) 838-5555

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate, and that all attachments required to be submitted as part of the proposal, are certified to be true and binding upon our company.

Federal Tax ID:	90-0657788
SFA Liaison:	Steven A Holguin sholguin@better4youmeals.com
Mailing Address:	5743 Smithway Street, Los Angeles, CA 90040
Contact Numbers:	Office (323) 838-5555 Fax (323) 838-5419

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About Us

Founded In 2011 Better 4 You Meals (B4YM) is the direct product of local California school leaders listening to the voices of their very own students and parents who wanted “better” food at their schools. After years of unsuccessfully working with existing meal vendors to improve meals and student participation, our founders decided to become part of the solution and offer a new option for school meals.

Serving school districts, charter schools, private schools, summer camps, and after-school care providers, B4YM has helped drive major increases in school meal participation throughout California. In seven short years, B4YM has grown from an idea of social change to the one of the most impactful members of the California school meal community.

We have no predefined values on food that we try and impose on schools. We do not jump on the latest food craze and shock students with food they cannot pronounce or have never seen or heard of. Simply put, we are a young organization with a cultural blend of confidence and craziness to believe that our small social venture will one day positively impact the school meal experience of every student in California.

We know a hungry child cannot learn. We know that behavior issues increase when children are hungry. We know there is still a perceptual stigma to receiving “free” meals at school. We know that for some of your kids, the meals they receive at school may be the only nutritious meals they receive all day. And at B4YM, we cannot and will not be part of a society that accepts this as norm. We believe that we can be a partner to schools all across California in helping to alleviate these issues and that starts with working with you.

School meals must be fresh, healthy, visual appealing, tasty, compliant, and most importantly, not something that is going to fill up trash cans. Together we can shake up the school meal world by bringing new comfort food style recipes, working with food makers manufacturers that have never made food for schools before, and consistently employing innovation and honest ideas in our work.

Providing school meals isn’t a complicated business, but it is an extremely difficult one. Your schools have strict budgets for the meal program and you’ve expressed that you want and need your kids to eat. We absolutely agree and are committed to spending all our time working with the diverse communities in your school to create meals, menus, and service models that you and your stakeholders can be proud to offer.

With decades of combined school operation and food service experience, Better 4 You Meals is uniquely positioned to meet the needs of your school and your students. Our team looks forward to speaking with you soon and wish you a year of many great meals!

We look forward to the opportunity to work with your school and we thank you for the opportunity to submit this proposal.

School Food Authority & RFP Profile

SFA Name: TEACH Public Schools
Mailing Address: 1846 W. Imperial Hwy. Los Angeles, CA 90047

Contact Person: Mr. Enrique Robles
TPS-Compliance@teachps.org

Submission Due Date: May 29, 2019 by 3:00pm

Overall Criteria

Criteria	Maximum Points	Corresponding & Relevant Pages
Cost	30	**53**
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	20	**2, 3 – 4, 7, 10 – 12, 13, 14, 15, 16 – 38, 39 – 43, 44 – 45, 52, 53, 55 – 58, 59, 60 – 68**
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	20	**2, 5, 8, 17 – 22, 44 – 51, 60 – 66**
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work and can perform those services to the SFA's satisfaction.	20	**16 – 38**
The financial stability of the Respondent.	25	**25 – 37**
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	20	**Page 8, 24, 44 - 51**
Tasting (Round 2 Candidates Only)	20	**TBD**
Total Points	**155**	

Vendor Contact Information

Better 4 You Meals
5743 Smithway St, Ste 103
Commerce, CA 90040
(323) 838-5555
www.better4youmeals.com

Primary Proposal Contact

Steven A. Holguin
Vice President of Sales & Marketing
(323) 838-5555 Office
(310) 678-5958 Cell
sholguin@better4youmeals.com

Additional Company Contacts

Fernando Castillo, MBA
Chief Executive Officer
(323) 838-5555
fcastillo@better4youmeals.com

Daphne Roberts
Chief Commercial Officer
(323) 838-5555 x108
droberts@better4youmeals.com

Better 4 You Meals Company Service Profile

190,000	–	Average number of lunches served by B4YM every week
150,000	–	Average number of breakfasts served by B4YM every week
73,400	–	Total number of students enrolled in schools served by B4YM
70,000	–	Square feet at the B4YM kitchen and distribution facility in the City of Commerce
20,000	–	Average number of suppers served by B4YM every week
480	–	Employees currently on the B4YM team
274	–	Current number of school sites B4YM delivers
46	-	Number of School Food Authorities B4YM supports

B4YM Experience & Capacity Overview for TEACH Public Schools

Better 4 You Meals has grown to become one of California's leading providers of school meal services because of our commitment to finding appropriate and creative solutions for each school. Below is a bit of key information on Better 4 You Meals.

- Serving 274 school sites in 2018-19 – in which 250 sites are in the Greater LA area
- We are currently serving schools through the following models
  - Ready to Eat hot pre-packed meals
  - Ready to Serve hot family style meals
  - Ready to Heat cold pre-packed meals heated on site
  - Day prior cold delivery and overnight storage pre-packed meals
- 46 total SFAs supported throughout California
- 45 schools heat our meals at their sites
- 21 schools currently operate on Prop 39 shared campuses

Daily Service Volumes in Greater Los Angeles Area

- Breakfast – 25,000 servings per day
- Lunch – 35,000 servings per day
- Supper – 5,000 servings per day
- Snack – 10,000 servings per day

Initial Years of Administering Food Service Programs

- School Breakfast Program – August 2011
- National School Lunch Program – August 2013
- Seamless Summer Feeding Option – June 2014
- Afterschool Meal Supplement – August 2013
- Child and Adult Care Food Program – August 2013

Current Charter Management Organizations served by Better 4 You Meals

- Alliance College-Ready Public Schools
- ICEF Public Schools
- Camino Nuevo Academy
- ISANA Academies
- Green Dot Public Schools
- Downtown Value Schools
- LA Leadership Academies
- STEM Public Schools
- Today's Fresh Start
- Richmond College Prep Schools
- Watts Learning Center
- Endeavor College Prep

Non-Charter School Organizations Served

- Archdiocese of Los Angeles – 68 schools
- Compton Unified School District – all 34 Schools
- Glendale Unified School District – 12 campuses
- West Covina Unified School District – all Middle & High Schools 1x weekly

B4YM Collaboration with Acclaimed Chef Antonia Lofaso



Proposed Scope of Services

Overview of TEACH Public Schools Food Service Program

A. Scale. The SFA employs 4 staff members who provide food service to approximately 1000 children at 4 sites, including 3 schools. The food service prepares approximately 150,000 meals annually.

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C. Management Goals. TEACH Public Schools expects the FSMC to be fiscally solvent, in compliance with all local, state and federal public health policies. In addition, the FSMC must have a clear business structure that allows TEACH's Management Team to clearly identify key decision makers to ensure the FSMC provides all items requested in a timely manner and has the least impact on students. The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program, School Lunch Program, Seamless Summer Option (SSO), and After School Snack Program. Additionally, the SFA strives to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program.

D. Food Service Office & Staffing: The food service central office is located at TEACH Public School's Home Office. The Food Service Program is overseen by the Chief Operating Officer. In addition to the Chief Operating Officer, a Director of Program Compliance, Data & IT provides overall operations & general direct support within the TEACH network and it's SFA members. Lastly, the Business Operations Manager & School Officer Managers at each school will act as a liaison between the FSMC and the school.

E. National School Lunch Program and School Breakfast Program. Our schools participate in the National School Lunch Program and School Breakfast Program. SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program, School Lunch Program, Seamless Summer Option (SSO), and After School Snack Program.. Additionally, the SFA strives to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program. General food service goals are as to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improving relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, and successful menu variation and planning

- Maintain reasonable prices for students and adults participating in the food service program, while maximizing USDA commodities and any other local, state & federal compliant programs that support our Food Service Program
- Maintain student and staff morale at a high level

F. Participation:

TEACH Public Schools
2019-2020 Master Roster
School Nutrition Program Projection (updated: 03-05-2019)

PROGRAM	GRADES	Address	Service Type	Servers Required	POS Rep Required	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary	Currently K-2 but will grow to be TK-5	8505 S. Western Ave. Los Angeles, CA 90047	Serve All (Provision 2 or CEP Candidate Site)	1	1	175 *(for 19-20 but will grow to 400)*				
National School Lunch (NSLP)							165	10	140	15
School Breakfast Program (SBP)							165	10	140	15
NSLP Afterschool Meal Supplements (AMS) (Snacks)				0	0		60	0	60	0
CACFP Supper**				1	0		60	0	60	0
TEACH Academy of Technologies	5th - 6th	10045 S. Western Ave. Los Angeles, CA 90047	Serve All (Provision 2 Site)	1	1	450				
National School Lunch (NSLP)							400	15	350	35
School Breakfast Program (SBP)	7th - 8th	10000 S. Western Ave. Los Angeles, CA 90047		1	1		350	10	315	25
NSLP Afterschool Meal Supplements (AMS) (Snacks)				0	0		100	0	100	0
CACFP Supper**				1	0		120	0	120	0
Summer Food Service Program**				1	0		120	0	120	0
TEACH Tech Charter High School	9th - 12th	10616 S. Western Ave. Los Angeles, CA 90047	Offer vs Serve (Provision 2 Site)	1	1	450				
National School Lunch (NSLP)							300	15	250	35
School Breakfast Program (SBP)							250	10	215	25
NSLP Afterschool Meal Supplements (AMS) (Snacks)				0	0		80	0	80	0
CACFP Supper**				1	0		80	0	80	0
Summer Food Service Program**				1	1		120	0	120	0

** Contingent on Funding for After School and Summer Programs

G. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR, sections 210.21(d) and 220.16(d).

The FSMC must:

Submit certification statements for all processed agricultural products. The Food Service Management Company (FSMC) must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

Or

Request SFA approval prior to delivering a nondomestic agricultural commodity or product. If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in

writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.

b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.

c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product.

By signing below, Better 4 You Meals recognizes and accepts the stated Scope of Work and agrees to include all listed services as part of this bid and in any proposed contract.

Signature of Authorized Company Representative	Title	Date
	**Vice President, Sales & Marketing**	**5/20/2019**
Name of Company **Better 4 You Meals**		

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Attachment A – Required Documents Checklist

Better 4 You Meals

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item you are submitting to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist.

Attachment	Included	Attachment Name	Corresponding Pages
A	X	Required Documents Checklist	13
B	X	Mandatory Tour	38
C	X	Minimum Qualifications	14
D	X	FSMC Professional Standards	15
E	X	Proposal Questionnaire	16 – 38
F	X	Respondent References	44 – 51
G	X	Authorization Agreement	52
H	X	Fee Proposal	53
I	X	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters	55 – 58
J	X	Certificate of Independent Price Determination	59
K	X	21 Day Cycle Menu	60 – 66

Attachment B – Minimum Qualifications Questionnaire

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy ANY of the minimum qualifications may result in the immediate rejection of the proposal.

As of April 1, 2019, both the Respondent's company and its key personnel meet all the following minimum qualifications:

1. The responding company has at least 3 Years of experience with Food Service Programs.

   Yes ☒ No ☐

2. The Respondent has the resources and ability to provide 200,000 of meals per fiscal year.

   Yes ☒ No ☐

3. The Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program.

   Yes ☒ No ☐

4. The company has professional references that demonstrate and evidence the ability to perform the required services.

   Yes ☒ No ☐

5. The company is licensed to do business in the State of California.

   Yes ☒ No ☐

Attachment D – FSMC Professional Standards

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations* (7 *CFR),* Section 210.30, which can be viewed at the following Web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

☒ The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.

☒ The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.

☒ The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

5/25/2019

FSMC Signature Date

Attachment E – Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two (2) pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

   Page(s) 17 - 18

2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is (are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

   Page(s) 19

3. Provide a general description of how your company will be able to provide the experience, ability, and financial stability necessary to meet the requirements set forth in this RFP.

   Page(s) 20 – 22

4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years, and the reason(s) why.

   Page(s) 23

5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.

   Page(s) 24

6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

   Page(s) 25 – 36

7. Provide a description of promotional and/or marketing materials you will use to attract students to the program.

   Page(s) 37

8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

   Page(s) 38

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Proposal Questionnaire #1

Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

Our company leadership has helped launch charter schools, operated within the back offices of charter schools, started food programs at charters, and also operated general businesses over the last 25 years. Each year since 2014, we have met all targeted meal service and revenue goals and have grown from 30,000 meals per day to 80,000. We have maintained a laser like focus on customer service and overall product satisfaction. While not always achieving the daily goal of zero errors and 100% satisfaction, the entire B4YM team is dedicated to learning, growing, and improving every day and in every way.

Financially the company is very sound with a strong projected net income and access to capital. We have no liens, bankruptcies, or judgments against us.

Better 4 You Meals is holding our 2019-20 growth target to a modest projected growth rate, focusing on increasing customer satisfaction, creating model systems for replication, processes for optimal efficiency and meal consistency, and expanding our Northern California services.

Better 4 You Meals Experience & Customer Service

As the only school meal vendor founded by individuals with actual charter school operational leadership experience, our entire model was designed to better serve the charter schools throughout Southern California. The positive response and encouragement from the charter school community has been resounding and very humbling.

In Fall 2014, the first year of expansion from breakfast service to full meal operation, 120 charter schools approved Better 4 You Meals as their vendor of choice. Serving an average of 30,000 meals per day, we quickly developed the infrastructure and procedures to best serve our schools.

From there the request for service has continued to increase dramatically. In the Summer of 2015, we were awarded to be the vendor for 80 Los Angeles Archdiocese K-8 schools, while also contracting with an additional 25 charter schools for full service. In January 2016, we began service for Compton Unified, which employs a cold delivery and heat on site model.

We are now serving an average of 80,000 meals per day across 274 sites throughout California.

Even with our rapid growth, we have continued to keep laser focus on what has helped our meal service endeavor grow so significantly – our commitment to our schools and to our customer service.

No other vendor retains the wide array of services that Better 4 You Meals has such as:

- Therapeutic Meals for students with special meal needs

- On site BBQ's for special event days or to reward students for performance
- Partnership with popular known brands such as Pick Up Stix, Dominos Pizza, & Pizza Hut
- Catering for school special events, training, meetings, and more
- Approved USDA Foods Commodities processor – helping schools save thousands each year

Customer Service

Better 4 You Meals has also recently updated many features of our customer service model. Our online ordering system has been updated and improved to allow for ordering features such as milk type ratios, field trip lunches, therapeutic meals. Many technological upgrades have gone into, and will continue going into, our ordering system to make ordering faster and to reduce errors.

We have also changed our school support model to make it easier for schools to interact with the exact Better 4 You Meals team member that they need. Our customer service line is open every morning at 6:30am until 5:00pm to help with any immediate issues such as meal changes, missing items and delivery changes. Every school is also assigned a dedicated Account Manager to help with their student engagement, participation, troubleshooting, training, and more.

Client satisfaction is at the forefront of every decision and task that we take on. You have our commitment to continue to lead the path to providing your students with healthy and delicious meal options.

Buy American

B4YM is 100% compliant with the USDA Buy American provision and has had zero negative findings related to buying American products in our past 50 Administrative Reviews over the last 4 years.

Proposal Questionnaire #2

Provide a statement indicating the year your company was founded; what the primary business(es) of the company is (are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

Better 4 You Meals was founded as Better for You Breakfast in 2011 with the primary business goal of serving breakfast meals to charter and private schools throughout Southern California. In 2013, we became Better 4 You Meals and began bidding for lunch, snack, and supper meals. Almost 100% of all business that Better 4 You Meals performs is related to meal service for one of the following federally funded programs, School Breakfast Program, National School Lunch Program, Seamless Summer, Child & Adult Care Food Program, or the Summer Food Service Program.

- Began serving a full menu (Breakfast, Lunch, snack, & Supper) of meal options to charter schools in August 2013.
- Became an approved processor of USDA Foods/Commodities in 2014
- Began serving the Archdiocese of Los Angeles under the NSLP in August 2015.
- Began serving Compton Unified School District as our first public school district in January 2016.

<u>Initial Years of Administering Food Service Programs</u>

- School Breakfast Program – August 2011
- National School Lunch Program – August 2014
- Afterschool Meal Supplement (Snack) – August 2014
- Child and Adult Care Food Program – August 2014
- Seamless Summer Feeding Option – June 2015

From the very beginning of our full meal service in 2014, B4YM became entrenched in supporting SFA's through the vended meal route and also through the FSMC agreement. Current and past FSMC clients that B4YM supports include:

- Alliance College Ready Public Schools
- Green Dot Public Schools
- Compton Unified School District
- Inner City Educational Foundation (ICEF)
- Downtown Value Charter Schools
- Archdiocese of Los Angeles
- Celerity Schools
- Camino Nuevo Charter Academy
- Los Angeles Leadership Academy
- Multicultural Learning Center
- SOAR Charter Academy
- Oakland Military Institute

In addition to our meal preparation and delivery to our FSMC and Vended Meal clients, we have contracted to assume roles such as ordering meals, serving meals, heating meals on site, employing waste management methods, delivering cold meals for heat on site, and much more.

Proposal Questionnaire #3

Provide a general description of how your company will be able to provide the experience, ability, and financial stability necessary to meet the requirements set forth in this RFP.

B4YM has become California area leader in FSMC and Vended Meal service, supporting an average of 274 sites every day. In our short time since being founded, B4YM has recruited and tapped into extensive expertise from school business operations, school nutrition, food production, and logistics professionals. B4YM was not founded on any preset personal values or food beliefs that we have imposed on our schools. Rather we listen to school leaders and students and strive to attain a strong understanding of what their goals, wishes, and challenges are for their food program. We have worked tirelessly to create a service model that is easy to work with, culturally relevant, and affordable to schools.

The founders of B4YM have worked in public education for over a combined 30 years and have been influential in helping other food vendors grow and refine their product and service model over the years. But despite all those years of helping other vendors, there was still significant short comings in the day to day service and that was the initial driver to launch B4YM.

Production Capacity:

a. B4YM has one central kitchen and distribution center in Los Angeles, located at 5743 Smithway St, in the City of Commerce and a 2nd facility in the City of Millbrae to support Northern California school meal services. Our Millbrae facility covers about 20,000 square feet, and all meal preparation is performed on site such as food receiving, refrigerated and frozen storage, meal preparation, meal heating/sorting, and loading for delivery.

b. B4YM's current average daily breakfast volume in California is about 25,000 cold and hot meals. We have current capacity to support an additional 20,000 daily cold or hot breakfast.

c. B4YM's current average daily lunch volume is about 40,000 cold and hot meals with an additional 5,000 daily average supper meals. We have current capacity to support an additional 35,000 daily cold or hot lunch and supper meals.

Transportation Capacity:

a. B4YM currently has a fleet of 58 delivery trucks and vans. We have 36 breakfast routes that go out each day and 42 lunch routes.

b. Each delivery truck/route has 4-6 schools on it, depending on the volume of meals on the route and the proximity of the schools to each other. We are adding additional trucks in July 2019 to accommodate anticipated growth, reduce identified high volume routes, and add operational features like electrical capability in the trucks.

Describe the efforts that B4YM takes to ensure all meals are compliant with USDA weekly and daily requirements.

The monthly menu build-out is a very in-depth process that involves 6-10 individuals each month. We begin working on menus 2-3 months in advance and out a cycle that provides for ample variety of

flavors, proteins, ingredients, and cultural inspirations. We solicit school information and send out proposed menus to selected schools for input and feedback. We strive to not repeat any dishes throughout the month. From there we input each meal selection in to NutriKids Software for meal component balance and to assure that each week meets the target USDA NSLP nutrition and component requirements. Once each week is verified balanced and approved, then the meal is locked in and then the menu is then shared around various departments for approval and recipe training if needed.

Describe B4YM's experience in handling special meal accommodations. Include the process and timeline starting from when it is identified that a special meal is required for a student.

Special or therapeutic meals are a service that B4YM is very proud to provide in greater depth than most vended meal or FSMC companies do in California. All special meal requests must be completed on the CDE Special Therapeutic Meal Needs form and signed by a license medical physician.

Once the medical statement is submitted to B4YM, on average it takes 1-3 weeks to begin meal service, depending on the allergy profile or meal needs. Special meals must be prepared with extreme care as to not cross contaminate the food with potential allergens so the ingredients are sourced through personal B4YM shoppers and prepared in a special area of the kitchen separate from all other food preparation.

Once the menu is prepared for that student, it will continue on a monthly cycle and meals will be sent daily for that student; ordering is not required by school staff. Meals are sent separately from regular meals and therefore must be sent cold with on-site microwavable heating instructions. School staff are responsible for heating the meal on-site according to stated directions.

Describe B4YM's process for handling meals during field trips.

B4YM has a simple 1-page request form for field trip sack lunches. That form is sent to B4YM's special "fieldtrip" email address, and then confirmed by our in-house ordering manager. Field trip requests generally require a 1-2 week notice and special services such as separating the meals by bus count or site can be provided at no additional charge. Sack lunches are then delivered to the school at the requested time. Sack lunches for those students that receive special meals must be identified on the Field Trip request form.

Describe B4YM's ability to operate in different school environments and settings and to meet different meal requirements (e.g., indoor vs. outdoor, prepacked vs. family style service*).*

With over 250 meal sites in current operation, B4YM can accommodate any set-up and serving situation. We currently serve indoors, outdoors, in cafeterias, in parking lots, in areas with permanent covers, and also in areas with pop up tents. Our model can be adapted to meet the needs of any site. We currently employ family style serving, pre-pack serving, a blended version of the two, ready to eat (hot meal delivery), and ready to heat (cold meal delivery with heat on site).

We currently support 195 unique sites with daily hot, ready to eat meal delivery throughout Southern California. While flexible and able to adapt to almost any service style requested, our primary model is built on hot meal delivery.

Our kitchen is outfitted with 10 large industrial ovens and we have the capacity to heat an average of 12,000 meals per hour. We have over 700 commercial grade Cambro insulated food carriers in rotation

and used each day for hot and cold meal delivery. We support hot breakfast at least two times per week and hot lunch is available daily in our featured meal or in our vegetarian lunch. With our fleet of delivery trucks and vans, there are no challenges to sustaining high quality, consistent, and on time meal delivery.

Each school currently has the daily option of at least 4 hot or cold lunch items to order from. Schools are encouraged to mix up their orders to provide their students with the greatest amount of variety possible. Each day we offer a hot featured dish, a hot vegetarian dish, a cold full meal salad, and cold freshly made sandwich meal.

B4YM has no specific requirements for our service other than an area with enough space suitable for proper serving and line management. For schools that need or request them, we provide tables and pop-up tents. In those cases, the schools are expected to handle the set-up, storage, and take-down of the tables and tents if needed. B4YM needs access for parking and unloading, and an agreed upon staging area for the food containers.

Describe B4YM's requirements for meal storage, preparation, and serving equipment at the school site (e.g., ovens, refrigerators, storage space, tents, tables).

B4YM has no specific requirements for our service other than an area with enough space suitable for proper serving and line management. For schools that need or request them, we provide tables and pop-up tents. In those cases, the schools are expected to handle the set-up, storage, and take-down of the tables and tents if needed. Heating on-site with either school owned or B4YM loaned ovens is an option for schools, but not required. B4YM needs access for parking and unloading, and then an agreed upon staging area for the food containers.

Describe B4YM's ordering process including how orders are submitted.

- *How frequently are orders submitted?*

Menus for the subsequent month are released by the 5th of each month. TEACH Public Schools' assigned Account Manager would collaborate with school site staff to go over the menu and use the feedback along with hard POS data to build the order. Orders would be fully submitted by the 15th of each month and TEACH Public Schools staff would be provided a copy of the menu along with exact amounts for each item ordered. TEACH Public Schools staff can also request specific changes to the order as needed up to 3 business days from serving.

- *How can schools modify their orders? How close to the service date can school modify their orders?*

School site staff can collaborate with their Account Manager and modify the orders up to 3 business days prior to serving. Options to modify include changing the item ordered, increasing or decreasing orders, adding sack lunches, and more. At 3 business days from serving, the system locks the order in. In cases of emergency, we are usually able to increase or decrease orders with 24-hour notice by calling the B4YM Ordering Manager.

How does B4YM work with the school on its orders to reduce or minimize food waste?

Various B4YM staff are involved in assisting schools to reduce food waste. Account managers will view and evaluate food service and provide tips on how to increase participation, speed the line up, and reduce overall waste. Every aspect will be evaluated included consumption of milk, fruit, vegetable, and disposables.

Proposal Questionnaire #4

Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.

June 2014

1. Charter High School of the Arts Multimedia and Performing - SFA went to bid and chose to go with another vendor

June 2015

1. North Valley Military Academy - SFA moved to a LAUSD Prop 39 campus and was required to use LA Café
2. Metro Charter – SFA went to bid and chose to go with another vendor
3. Los Angeles Arts & Enterprise Academy – SFA went to bid and chose to go with another vendor
2. PUC Schools – SFA went to bid and chose to go with another vendor
4. REAL Journey Academies - Chose to use district services
5. Gabriella Charter School – SFA went to bid and chose to go with another vendor
6. Academia Moderna – SFA went to bid and chose to go with another vendor

June 2016

1. ICEF Schools - *SFA chose to go with another vendor (returned to B4YM in June 2017)*
2. *TEACH LA - SFA chose to go with another vendor (returned to B4YM in April 2017)*
3. Valor Academy – *SFA chose to consolidate service with Centinela School District (returned to B4YM in June 2018)*
4. Samueli Academy - SFA went to bid and chose to go with another vendor
5. Lashon Academy - SFA chose to go with another vendor that could serve Kosher food
6. Student Empowerment Academy – School ceased all operations & closed

June 2017

1. Synergy Academy – SFA went to bid and chose to go with another vendor
2. Equitas Academy – SFA went to bid and chose to go with another vendor
3. Games Charter – SFA went to bid and chose to go with another vendor
4. Apple Academy – School ceased all operations & closed
5. Academy of Science & Engineering – School ceased all operations & closed

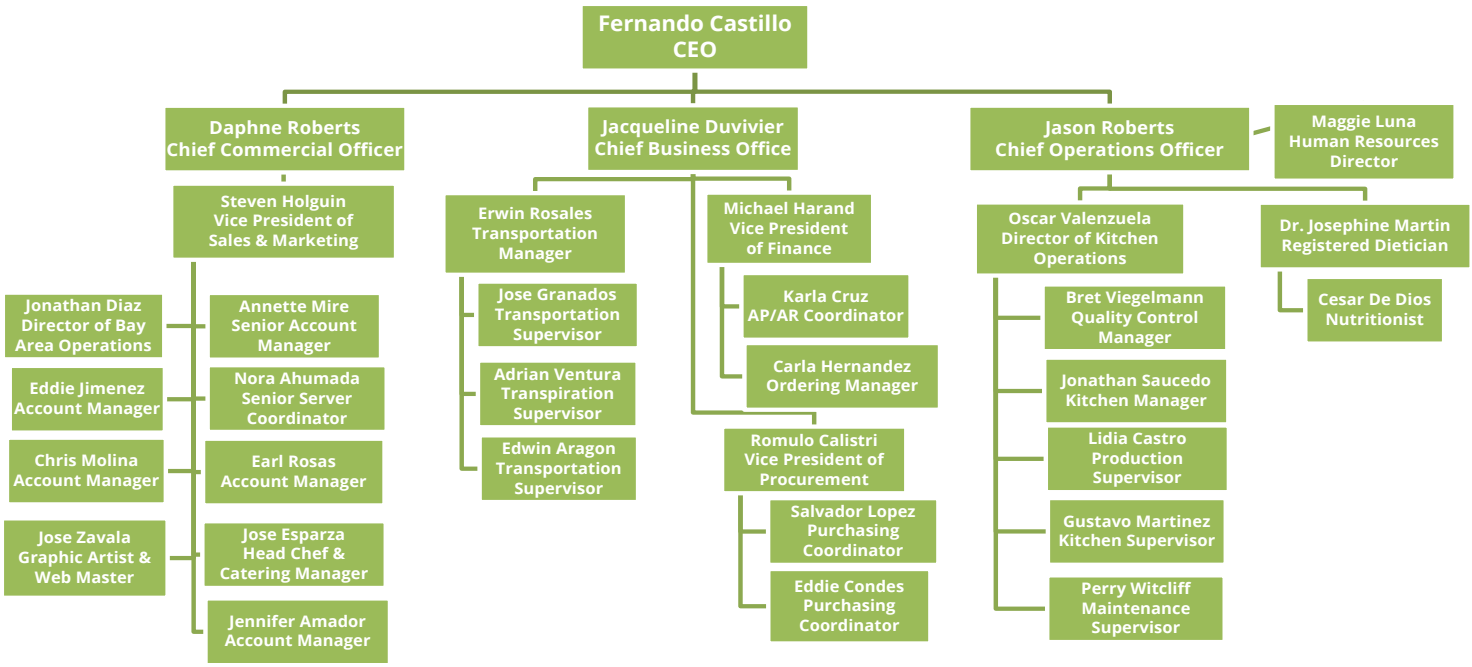
June 2018

1. TEACH LA – SFA went to bid and chose to go with another vendor
2. Para Los Niños - SFA went to bid and chose to go with another vendor
3. Escuela Popular – SFA chose to take food services in-house
4. The Primary School – SFA went to bid and chose to go with another vendor
5. Inyo County Office of Education Youthbuild Charter Schools – B4YM opted not to renew vended meals contract

Proposal Questionnaire #5
Better 4 You Meals Organizational Chart

Proprietary

Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level. Identify the main FSMC contacts for the SFA.



Communication Lines

As a small, owner operated business with all operations in a single location, Better 4 You Meals operates as a relatively flat organization for communication. This means there are often very few layers of management between workers and top management. Better 4 You Meals realizes many advantages from such a lean structure, including improved communications. Communication within our company is faster, easier and less prone to mistakes or misunderstandings. Better 4 You Meals takes pride that in our flat structure, can react to changes or needs rapidly and spend less time with cumbersome and ineffective communications.

The significant benefits of our operation and communication lines are speed, accuracy, and task ownership. With less layers of management or procedural formalities, our staff receive a clear and consistent message without a loss in content or intention.

Being in a very fast paced and time sensitive business, our staff and management are also empowered with the training and authority to make on-demand decisions that are necessary in the best interest of the school and company. Our employees are the closest to each individual school and are more prepared to make necessary decisions and can take action on the spot to address a school's needs. Our employees feel more empowered and responsible for their actions know they do not have to immediately seek permission from several layers of management to address an issue.

Proposal Questionnaire #6

Proprietary

Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

Budget Narrative

Better 4 You Meals (B4YM) is a growing company with strong financial stability. Our stability is demonstrated by the continuing capital investment in our 50,000 square foot kitchen and distribution facility, our increase in staffing levels, and the acquisition of synergistic brands like Balance Foods. We added a 2nd facility in the city of Millbrae, CA, to support our growing requests for service throughout Northern California and are preparing to open our 3rd facility outside of Phoenix, AZ.

As requested, please find the Better 4 You Meals balance statements for the past three-year end closures. Since our inception, Better 4 You Meals' revenue has grown consistently and witnessed a 266% growth rate from 2014. In 2018-19 we are serving an average of 80,000 meals per day, reflecting a 6% growth from previous year, thus allowing the company to focus on quality, processes and procedures, and new market evaluation.

Some key points about Better 4 You Meals growth and stability:

- Currently employing 485 employees
- Fleet of 62 delivery trucks and vans
- Purchased Balance Foods and began making our own line of NSLP compliant chips
- Awarded 100% of fresh meal delivery contract for Compton Unified School District
- Zero vendor or client collections, lawsuits, judgments, or liens.
- Sole non-store licensee of Pick Up Stix in America approved to cook and serve a projected 500,000 school meals in 2018-19

The following pages include the Balance Sheets and Income Statements covering the previous three years of operation. They demonstrate our continued growth and fiscal ability as an organization to meet all of the operational needs of TEACH Public Schools.

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY

FINANCIAL STATEMENTS

JUNE 30, 2018

Proprietary

Riley, Akopians & MSA CPAS, LLP
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Board of Directors
BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
Commerce, California

We have reviewed the accompanying balance sheet of BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY (a Corporation) as of June 30, 2018, and the related statements of income, retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility
Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of my procedures provide a reasonable basis for our report.

Accountant's Conclusion on the Financial Statements
Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Supplementary Information
The schedules of selling and general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. we are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Riley, Akopians & MSA CPAS, LLP
Riley, Akopians & MSA CPAS, LLP

Pasadena, California
November 27, 2018

200 E. Del Mar Blvd., Suite 304 | Pasadena, CA 91105 | Phone: 626. 844.3855 | Fax: 626.844.3755

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
BALANCE SHEET
JUNE 30, 2018

ASSETS

Current assets:		
Cash and cash equivalents	981,076	
Accounts receievable, net of Allowance for uncollectible accounts of $10,000	$ 6,523,135	
Inventories	2,219,297	
Prepaid expenses and other current assets	1,018,902	
Total current assets		$ 10,742,410
Equipment and leasehold improvements		4,854,213
Intangible assets		1,510,590
Long-term prepaid transportation		141,153
Other assets		55,443
Total assets		$ 17,303,809

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
2

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
BALANCE SHEET
JUNE 30, 2018
(continued)

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities		
Accounts payable	$ 4,492,588	
Accrued liabilities	470,166	
Bank line of credit	5,494,233	
Note payable, current portion	468,933	
Total current liabilities		$ 10,925,920
Long-term liabilities		
Loan payable, net of current portion	1,341,410	
Note payable related party	389,965	
Deferred income taxes, net of current portion	59,178	
Total long-term liabilities		1,790,553
Stockholders' equity		
Common stock, 1 cent par value, 8,000,000 shares authorized, 1,600,000 issued and outstanding	16,000	
Series A Perferred stock, $1 par value, 5,000,000 shares authorized, 3,369,600 issued and outstanding	3,369,600	
Series B Perferred stock, $3.793 par value, 790,931 shares authorized, 263,644 issued and outstanding	1,000,000	
Retained earnings	201,736	
Total stockholders' equity		4,587,336
Total liabilities and stockholders' equity		$ 17,303,809

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
3

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
STATEMENT OF INCOME
FOR THE YEAR ENDED JUNE 30, 2018

	Amount	Percent
Revenues		
Meals		
Breakfast	8,906,485	23.9 %
Lunch	23,669,452	63.5
Other	4,805,429	12.9
Total	37,381,366	100.3
Less: returns and discounts	(127,073)	(0.3)
Net sales	37,254,293	100.0
Cost of sales		
Food cost	15,716,508	42.2
Direct labor	3,702,681	9.9
Payroll taxes	294,689	0.8
Packaging	1,730,606	4.6
Freight and delivery	237,662	0.6
Total cost of sales	21,682,146	58.1
Gross profit	15,572,147	41.9
Operating expenses		
Selling expense	5,001,707	13.4
General and administrative expenses	9,364,756	25.2
Interest expense	1,156,403	3.1
Total expenses	15,522,866	41.7
Income before other Income/expenses and provision for taxes	49,281	0.2
Other		
Income	(87,774)	(0.2)
Expenses	79,401	0.2
Total other (income)/expenses	(8,373)	-
Provision for income taxes	28,662	0.1
Net income	$ 28,992	0.1 %

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
4

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
BALANCE SHEET
JUNE 30, 2017

ASSETS

Current assets:		
Cash and cash equivalents	963,125	
Accounts receievable, net of Allowance for uncollectible accounts of $10,000	$ 5,918,680	
Inventories	1,944,154	
Prepaid expenses and other current assets	751,580	
Total current assets		$ 9,577,539
Equipment and leasehold improvements		4,351,078
Intangible assets		1,519,950
Long-term prepaid transportation		197,615
Other assets		140,247
Total assets		$ 15,786,429

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
2

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
BALANCE SHEET
JUNE 30, 2017
(continued)

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities		
Accounts payable	$ 3,230,270	
Accrued liabilities	582,033	
Bank line of credit	5,492,433	
Note payable, current portion	362,318	
Capital lease payable, current portion	6,787	
Total current liabilities		$ 9,673,841
Long-term liabilities		
Loan payable, net of current portion	1,006,587	
Note payable related party	479,772	
Capital lease payable, net of current potion	18,707	
Deferred income taxes, net of current portion	49,178	
Total long-term liabilities		1,554,244
Stockholders' equity		
Common stock, 1 cent par value, 8,000,000 shares authorized, 1,600,000 issued and outstanding	16,000	
Series A Perferred stock, $1 par value, 5,000,000 shares authorized, 3,369,600 issued and outstanding	3,369,600	
Series B Perferred stock, $3.793 par value, 790,931 shares authorized, 263,644 issued and outstanding	1,000,000	
Retained earnings	172,744	
Total stockholders' equity		4,558,344
Total liabilities and stockholders' equity		$ 15,786,429

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
3

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
STATEMENT OF INCOME
FOR THE YEAR ENDED JUNE 30, 2017

	Amount	Percent
Revenues		
Meals		
Breakfast	8,572,901	25.4 %
Lunch	21,842,660	64.8
Other	3,412,877	10.1
Total	33,828,438	100.3
Less: returns and discounts	(108,334)	(0.3)
Net sales	33,720,104	100.0
Cost of sales		
Food cost	15,369,088	45.6
Direct labor	2,954,571	8.8
Payroll taxes	244,259	0.7
Packaging	1,226,485	3.6
Freight and delivery	140,884	0.4
Total cost of sales	19,935,287	59.1
Gross profit	13,784,817	40.9
Operating expenses		
Selling expense	3,840,329	11.4
General and administrative expenses	8,456,217	25.1
Interest expense	702,842	2.1
Total expenses	12,999,388	38.6
Income before other expenses and provision for taxes	785,429	2.3
Other expenses	562,571	1.6
Provision for income taxes	64,837	0.2
Net income	$ 158,021	0.5 %

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
4

Proprietary

VAROOJAN AKOPIANS, CPA
200 E. DEL MAR BLVD. #304
PASADENA, CA 91105
TEL: 626-844-3802
FAX: 626-844-3755

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Board of Directors
BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
Commerce, California

I have reviewed the accompanying balance sheet of BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY (an Corporation) as of June 30, 2016, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility
My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Accountant's Conclusion on the Financial Statements
Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Other Matter
The schedules of selling and general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. I have reviewed the information and, based on my review, I am not aware of any material modifications that should be made to the information in order for it to be in accordance the applicable financial reporting framework. I have not audited the information and, accordingly, do not express an opinion on such information.

DRAFT

_____
Varoojan Akopians, CPA

Pasadena, California
December 30, 2016

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
BALANCE SHEET
JUNE 30, 2016

ASSETS

Current assets:		
Cash and cash equivalents	$ 148,271	
Accounts receievable, net of Allowance for doudtful accounts of $10,000	3,651,162	
Inventories	1,407,989	
Prepaid expenses and other current assets	344,329	
Total current assets		$ 5,551,751
Equipment and leasehold improvements		3,876,325
Intangible assets		1,484,980
Long-term prepaid transportation		254,077
Long-term receivables		562,623
Other assets		78,180
Total assets		$ 11,807,936

DRAFT

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.

2

Proprietary

BETTER 4 YOU BREAKFAST, INC & SUBSIDIARY
BALANCE SHEET
JUNE 30, 2016
(continued)

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities		
Accounts payable	$ 3,444,560	
Accrued liabilities	327,519	
Bank line of credit	3,343,000	
State tax payable	37,808	
Note payable, current portion	186,947	
Capital lease payable, current portion	90,300	
Total current liabilities		$ 7,430,134
Long-term liabilities		
Loan payable, net of current portion	101,709	
Note payable related party	799,772	
Capital lease payable, net of current potion	66,320	
Deferred income taxes, net of current portion	9,678	
Total long-term liabilities		977,479
Stockholders' equity		
Common stock, 1 cent par value, 8,000,000 shares authorized, 1,600,000 issued and outstanding	16,000	
Series A Perferred stock, $1 par value, 5,000,000 shares authorized, 3,000,000 issued and outstanding	3,000,000	
Retained earnings	384,323	
Total stockholders' equity		3,400,323
Total liabilities and stockholders' equity		$ 11,807,936

DRAFT

See Independent Accountant's Review Report
The accompanying notes are an integral part of this statement.
3

Proposal Questionnaire #7

Provide a description of promotional and/or marketing materials you will use to attract students to the program.

Marketing & Awareness
Better 4 You Meals staff can collaborate with school staff to help create school centric and branded marketing materials of the school nutrition program. Our outreach team can help design and create posters, flyers, and informational materials that can be given out or placed around the school. We can also work with the various school marketing or communication committees to draft newsletter articles for web or print.

Ticket 2 Wellness
Ticket 2 Wellness is B4YM's daily game to get students excited about participating in the school meal program. At the start of each month, schools will be given posters announcing the T2W prize for the month. Each day, a winning ticket is taped to the bottom of a meal. One student will receive a ticket each day entering them into the drawing for the monthly prize. Students can receive more than one ticket per month and the more often they participate in the meal program, the greater their chances in the drawing.

B4YM encourages a focus on health and wellness by providing prizes that are significant, desirable and promote student physical activity and fun. Past prizes have included bicycles, skateboards, scooters, Beasts Headphones, waterproof Bluetooth speakers, Clippers & Dodgers tickets, and more.

Workshops & Engagement
B4YM staff members are trained and experienced at engaging with students and parents. We conduct meetings at schools with student groups to gauge preferences and solicit feedback regarding the meals they would like to have. We also provide parent informational sessions with training on NSLP standards and requirements.

Mechanism(s) in place to gather feedback from students and school staff
B4YM was the first vendor to create a locally based Menu Advisory Committee which is comprised of staff members from schools that we serve. The MAC meets 3 times per year and reviews new menu ideas, gives feedback on current items, and helps build the menu for the coming 2-3 months.

B4YM Account Managers are also versed in actively engaging students for get feedback and ideas on the meal program. They'll meet with ASB officers, school chosen focus groups, and others to go over current and proposed meals.

Different participation and engagement activities provided for students and parents throughout the school year
B4YM provides presentations on nutrition, fresh cooking, NSLP Guidelines, and more for parents and students alike. Presentations are offered in English and Spanish and can be offered at the school or at the B4YM kitchen facility. Additional activities include field trips to our kitchen, on-site BBQs at the schools, and special event catering.

Proposal Questionnaire #8

Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Once notified of an award and subsequent contract approval, Better 4 You Meals staff arranges visits to each school site to view its current meal service set-up and learn all we can about what is working and where opportunities for improvement exist. We discuss with school staff the current operational functions that work and those that create service challenges. We work to maintain the best of the current operations while providing solutions to any existing challenges. B4YM does not have a one size fits all service model and every school is unique in its needs and logistics.

With the wide breadth of schools that we serve and as a former client of B4YM, we are very familiar with the common needs and operations TEACH Public Schools and are confident we can build on our experience to further improve the overall meal program. TEACH Public Schools would be assigned a Senior Account Manager who would serve as the designated point of contact for all onboarding and training. All B4YM Senior Account Manager have a minimum of 10 years in the School Nutrition Industry, and have worked for entities such LAUSD, Revolution Foods, Choice Lunch, Preferred Meals, and more.

From there we'd like to sit down as soon as possible with school staff and create a plan evaluating the current location(s), timing, and processes for delivery, set-up, and service. It is our goal to seamlessly fit within the daily schedule of the school and not interfere with any current instructional or operational activities.

In those meetings, we will solicit feedback on a desired menu, highly successful recipes and dishes, and those dishes that would be desired to have on the menu. A menu cycle will be finalized and proposed to TEACH Public Schools for evaluation and feedback.

All needed delivery drivers and service staff will be identified, screened, hired, and trained by July 15th in the various daily needs of the particular sites. We have created standard operating procedures for delivery drivers and meal servers based on industry best practices along with thorough understanding the needs of various schools.

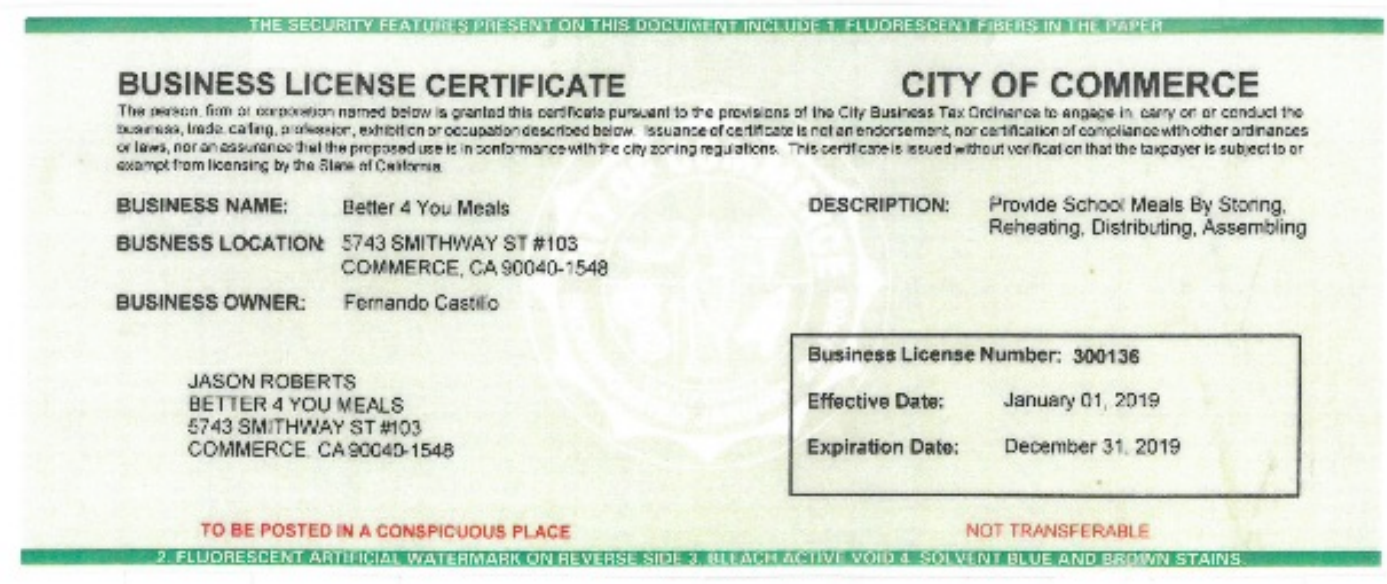
Menu's for August ordering would be available to parents by early July. All food orders, training, and test runs would be complete with TEACH Public Schools staff by August 1 to assure that the school year begins with no challenges.

As service commences at each school site, various members of B4YM leadership will be on site to observe the quality, interaction, processes, and line flow. B4YM management will be available to school staff as needed to make changes to assure the highest quality service. Staff will also have a list of B4YM contact numbers and emails, to help assist with any suggestions or concerns that may arise.

A first impression is key for your students each new school year and our goal is to be a true partner to the school and keep every student engaged and enjoying your meal service.

Evidence of Permits, Licenses, & Health Inspection Report

Current Business License & Health Permit



THE SECURITY FEATURES PRESENT ON THIS DOCUMENT INCLUDE 1. FLUORESCENT FIBERS IN THE PAPER

BUSINESS LICENSE CERTIFICATE — **CITY OF COMMERCE**

The person, firm or corporation named below is granted this certificate pursuant to the provisions of the City Business Tax Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

BUSINESS NAME: Better 4 You Meals

BUSNESS LOCATION: 5743 SMITHWAY ST #103
COMMERCE, CA 90040-1548

BUSINESS OWNER: Fernando Castillo

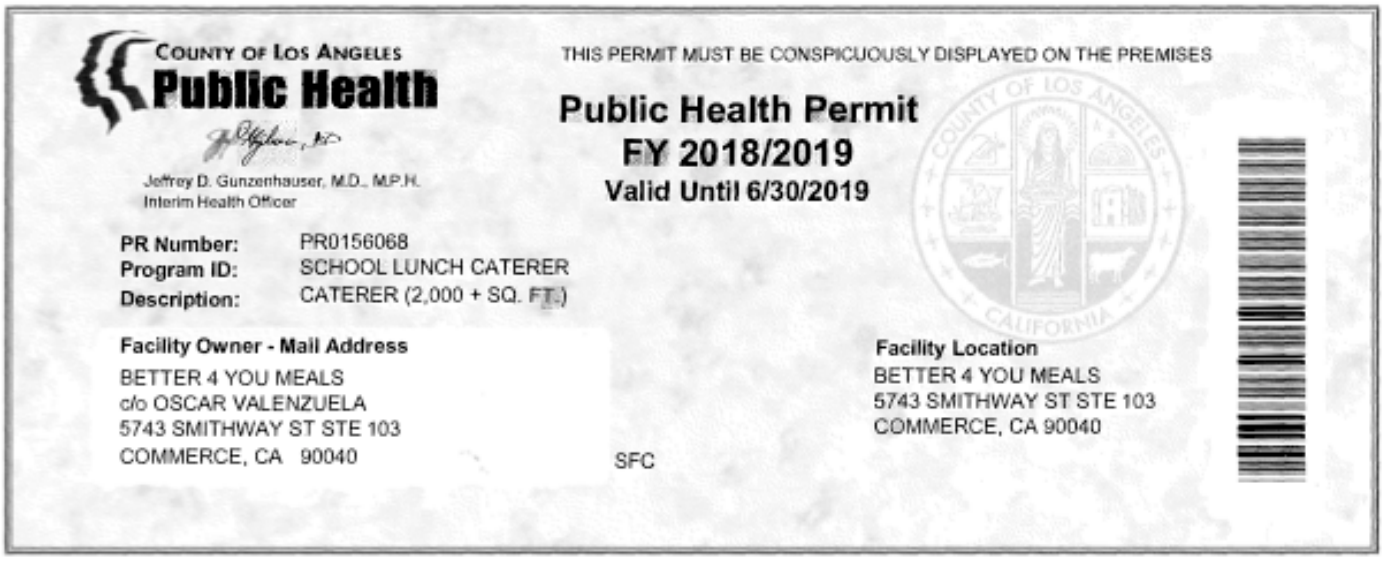
DESCRIPTION: Provide School Meals By Storing, Reheating, Distributing, Assembling

JASON ROBERTS
BETTER 4 YOU MEALS
5743 SMITHWAY ST #103
COMMERCE CA 90040-1548

Business License Number: 300136
Effective Date: January 01, 2019
Expiration Date: December 31, 2019

TO BE POSTED IN A CONSPICUOUS PLACE — NOT TRANSFERABLE

2. FLUORESCENT ARTIFICIAL WATERMARK ON REVERSE SIDE 3. BLEACH ACTIVE VOID 4. SOLVENT BLUE AND BROWN STAINS



COUNTY OF LOS ANGELES
Public Health

Jeffrey D. Gunzenhauser, M.D., M.P.H.
Interim Health Officer

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

Public Health Permit
FY 2018/2019
Valid Until 6/30/2019

PR Number: PR0156068
Program ID: SCHOOL LUNCH CATERER
Description: CATERER (2,000 + SQ. FT.)

Facility Owner - Mail Address
BETTER 4 YOU MEALS
c/o OSCAR VALENZUELA
5743 SMITHWAY ST STE 103
COMMERCE, CA 90040

SFC

Facility Location
BETTER 4 YOU MEALS
5743 SMITHWAY ST STE 103
COMMERCE, CA 90040

Los Angeles County Health Department Inspection Report

RETAIL FOOD OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ◆ DEPARTMENT OF PUBLIC HEALTH
OFFICE: SPECIALIZED FOOD ◆ CHIEF: ANHDAO TRUONG
5050 COMMERCE DR, BALDWIN PARK, CA 91706 - Phone: (626) 430-5421
WWW.PUBLICHEALTH.LACOUNTY.GOV/EH

Facility Name:	BETTER 4 YOU MEALS			**Inspection Date:**	12/4/2018
Owner/Permittee:	BETTER 4 YOU MEALS			**Re-inspection Date:**	N/A
Facility Address:	5743 SMITHWAY ST 103	**City/Zip:**	COMMERCE, CA 90040	**Phone #:**	(323) 838-5555
Email Address:	OVALENZUELA@BETTER4YOUMEALS.COM	**EHS:**	LARRY REGALADO		
Mailing Address:	5743 SMITHWAY ST STE 103, COMMERCE, CA 90040	**Time In:**	07:10 AM	**Time Out:**	08:40 AM
EH Office Number:	(626) 430-5421	**Program Identifier:**	SCHOOL LUNCH CATERER		
Certified Food Protection Manager: OSCAR VALENZUELA **Expiration Date:** 04/09/2020				**Service:** ROUTINE INSPECTION **Result:** CORRECTIVE ACTION NOT REQUIRED **Action:** NO FURTHER ACTION REQUIRED	
FA: FA0165889	**PR:** PR0156068	**SR:** N/A	**PE:** 1603		

Facility Status

Score: 100

Grade

A

✓ IN = In compliance ✓ N/A = Not applicable ✓ N/O = Not observed ✍ COS = Corrected on-site
⃠ Out = Items not in compliance ⃠ MAJ = Major Violation ⃠ MIN = Minor Violation

CRITICAL RISK FACTORS
The following pose a threat to public health and must be corrected immediately.

EMPLOYEE HEALTH, HYGIENE & KNOWLEDGE	IN	N/A	N/O	COS	OUT Maj	OUT Min
1a. Demonstration of knowledge	✓					2
1b. Food safety certification	✓					2
2. Communicable disease; reporting, restrictions & exclusions	✓				4	
3. No discharge from eyes, nose and mouth	✓					2
4. Proper eating, drinking, or tobacco use	✓					2
PREVENT CONTAMINATION BY HANDS						
5. Hands clean and properly washed; proper glove use	✓				4	2
6. Adequate hand washing facilities: supplied and accessible	✓					2
TIME AND TEMPERATURE RELATIONSHIP						
7. Proper hot and cold holding temperatures	✓				4	2
8. Time as a public health control; procedures & records		✓			4	2
9. Proper cooling methods	✓				4	2
10. Proper cooking time and temperature	✓				4	
11. Proper reheating procedures for hot holding	✓				4	
PROTECTION FROM CONTAMINATION						
12. Returned and re-service of food	✓					2
13. Food in good condition, safe and unadulterated	✓				4	2
14. Food contact surface; clean and sanitized	✓				4	2
FOOD FROM APPROVED SOURCES						
15. Food obtained from approved source	✓				4	2
16. Compliance with shell stock tags, condition, display		✓				2
17. Compliance with Gulf Oyster Regulations		✓				2
ADDITIONAL CRITICAL RISK FACTORS						
18. Compliance with variance, specialized process & HACCP		✓				2
19. Consumer advisory provided for raw/undercook food		✓				2
20. Licensed health care facilities/public & private schools: prohibited foods not offered		✓			4	
21a. Hot water available	✓				4	2
21b. Water available	✓				11	
22. Sewage and wastewater properly disposed	✓				11	2
23. No insect, rodent, birds or animals present	✓				11	2

GOOD RETAIL PRACTICES
Preventive measures that can reduce food borne illness.

SUPERVISION	OUT
24. Person in charge present and performs duties	1
25. Personal cleanliness and hair restraints	1
GENERAL FOOD SAFETY REQUIREMENTS	
26. Approved thawing methods used, frozen food	1
27. Food separated and protected	1
28. Washing fruits and vegetables	1
29. Toxic substances properly identified, stored and used	1
FOOD STORAGE/DISPLAY/SERVICE	
30. Food storage; food storage containers identified	1
31. Consumer self service	1
32. Food properly labeled & honestly presented	1
EQUIPMENT/UTENSILS/LINENS	
33. Nonfood-contact surfaces clean	1
34. Warewash facilities: installed, maintained, used; test equipment	1
35. Equipment/utensils approved; installed; good repair; capacity	1
36. Equipment, utensils and linens: storage and use	1
37. Adequate ventilation and lighting; designated areas, use	1
38. Thermometers provided and accurate	1
39. Wiping cloths; properly used and stored	1
PHYSICAL FACILITIES	
40. Plumbing; fixtures, backflow devices, drainage	1
41. Garbage and refuse properly disposed; facilities maintained	1
42. Toilet facilities: properly constructed, supplied, cleaned	1
43. Premises; personal/cleaning items; vermin proofing	1
44. Floors, walls and ceiling: properly built, maintained and clean	1
45. No unapproved sleeping quarters	1
SIGNS/REQUIREMENTS	
46. Signs posted; last inspection report available	1
47. Permits available	1

COMPLIANCE & ENFORCEMENT

	OUT
48. Plan review	
49. Samples Collection	

	OUT
50. Impoundment/VC&D	
51. Permit Suspension	
52. Multiple Major Critical Risk Violations / Increased Risk to Public Health	3

PIC/Owner Signature

LARRY REGALADO
EHS Signature

Help us serve you better by completing a short survey. Visit our website at www.publichealth.lacounty.gov/eh.

v 1.4

Page 1 of 2

Evidence of Insurance Coverage

Client#: 1080394 BETTER4Y

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 10/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Analisa Angeles	
USI Insurance Services LLC-CL Lic # 0G11911 21700 Oxnard Street, Suite 1200 Woodland Hills, CA 91367	PHONE (A/C, No, Ext): 818 251-3004	FAX (A/C, No): 610-537-2526
	E-MAIL ADDRESS: Analisa.Angeles@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Hanover Insurance Company	22292
INSURER C : Zurich American Insurance Company	16535
INSURER D : Massachusetts Bay Insurance Company	22306
INSURER E :	
INSURER F :	

INSURED
Better 4 You Breakfast, Inc.
5743 Smithway Street, Suite 103
Commerce, CA 90040

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZB3A46097904	10/28/2018	10/28/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,500,000 $50,000 $5,000 $1,500,000 $3,000,000 $3,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AD3A46214804	10/28/2018	10/28/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$1,000,000 $ $ $ $Ded: $1,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $0			UH3A46098004	10/28/2018	10/28/2019	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC016074502	10/28/2018	10/28/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Auto Physical Damage			AD3A46214804	10/28/2018	10/28/2019	ACV less $1000 ded.; except $3,000 on heavy trucks	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Coverage

CERTIFICATE HOLDER

Proof of coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

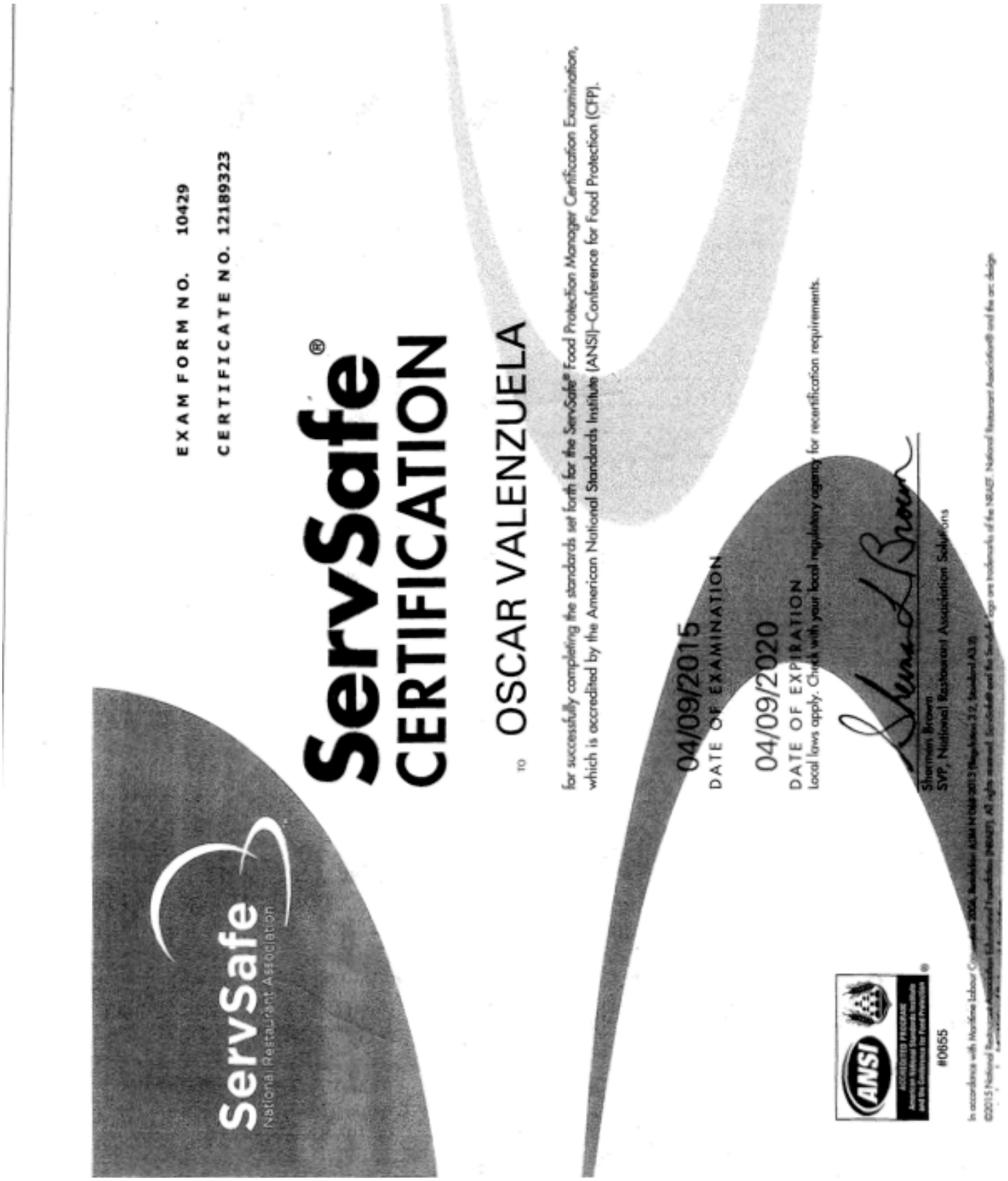
AUTHORIZED REPRESENTATIVE

Natalie Berend

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S24191198/M24172486 RKMZP

Evidence of Safe Serve Certification



USDA Foods/Commodities Processor Agreement

CALIFORNIA DEPARTMENT OF EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

February 22, 2018

Dear Processor:

Subject: California Master Processing Agreement Renewal

The California Department of Education (CDE), Food Distribution Program (FDP), in accordance with 7 *CFR* Part 250.30(c)(1) of the FDP Regulations, is pleased to present the School Year (SY) 2018–19 California Master Processing Agreement (MPA) Letter of Renewal. This is the **fifth** year of the five year cycle of the MPA. In accordance with the MPA, upon completion of the renewal process and FDP approval, your current MPA will be extended through **June 30, 2019**.

A portion of the application process must be competed on the Child Nutrition Information and Payment System (CNIPS) Web site. You will also be required to submit a portion of your agreement via mail or e-mail.

Documents required for approval (via mail or e-mail)

- □ California MPA Letter of Renewal (Attached: Original signature required. **Hard copy must be mailed**)
- □ Original Surety Instrument (Letter of Credit or Bond – **Hard copy must be mailed**)
- □ U.S. Department of Agriculture (USDA) Entity Profile Form (Complete for all new, changed, or deleted locations.)
- □ End Product Data Schedule (EPDS). Required for new or reformulated products.
- □ Summary End Product Data Schedule (SEPDS).
- □ Nutrition Information (Sample form attached)
- □ Subcontractor Agreement(s), required if applicable (Sample form attached)
- □ List of Commercial Distributors with contact information (Template attached)

Items required to be completed in the CNIPS:

- □ Processor Application
- □ Storage Facilities
- □ Checklist
- □ Donated Foods Processed

Attachment F – Respondent References

Proprietary

Reference 1

Organization Name	Compton Unified School District
Contact Person	Ms. Antoinette Pearce
Title	Assistant Director of Nutrition Services
Mailing Address	2300 West Caldwell Ave. Compton, CA 90220
Phone Number	(310) 639-4321 ext. 56674
Email Address	apearce@compton.k12.ca.us
Dates of Service	2015 - Present
Number of Sites	33
Enrollment Count	22,000+
Meals Served	Breakfast ☒ Lunch ☒ Snack ☐ Supper ☒
Average Daily Meals	Breakfast N/A Lunch 3,000 Snack N/A Supper 2,600

Reference 2

Organization Name	Alliance College Ready Public Schools
Contact Person	Rose Mary Garcia
Title	Operations Analyst
Mailing Address	38601 S Figueroa St, Los Angeles, CA 90017
Phone Number	213-943-4930 x1101
Email Address	rmgrcia@laalliance.org
Dates of Service	August 2014 - Present
Number of Sites	18
Enrollment Count	9,000+
Meals Served	Breakfast ☒ Lunch ☒ Snack ☒ Supper ☒
Average Daily Meals	Breakfast 3,600 Lunch 6,000 Snack 1,200 Supper 600

Reference 3

Organization Name	Archdiocese of Los Angeles Education & Welfare Corp.
Contact Person	Lillia Chavez
Title	Director, Externally Funded Programs
Mailing Address	3424 Wilshire Blvd., Sixth Floor, Los Angeles, CA 90010
Phone Number	(213) 637-7915
Email Address	lschavez@la-archdiocese.org
Dates of Service	August 2015 - Present
Number of Sites	68
Enrollment Count	12,000+
Meals Served	Breakfast ☒ Lunch ☒ Snack ☒ Supper ☒
Average Daily Meals	Breakfast 5,500 Lunch 6,800 Snack N/A Supper N/A

Reference 4

Organization Name	Camino Nuevo Charter Academy
Contact Person	Esperanza Bacilio
Title	Operations Specialist
Mailing Address	3435 W. Temple Street, Los Angeles, CA 90026
Phone Number	(213) 417-3400
Email Address	esperanza.bacilio@caminonuevo.org
Dates of Service	2015 - Present
Number of Sites	3
Enrollment Count	1500
Meals Served	Breakfast ☒ Lunch ☒ Snack ☒ Supper ☐

Reference 5

Organization Name	ICEF Public Schools
Contact Person	Behzad Sadeghi
Title	Senior Director of School Support
Mailing Address	3855 W Slauson Ave. Los Angeles, CA 90043
Phone Number	(323) 290-6902
Email Address	bsadeghi@icefps.org
Dates of Service	August 2017 - Present
Number of Sites	13
Enrollment Count	3600
Meals Served	Breakfast ☒ Lunch ☒ Snack ☒ Supper ☒

Reference 6

Organization Name	Oakland Military Institute
Contact Person	CSM Cathy Ann Depp
Title	Director of Operations/Facilities
Mailing Address	3877 Lusk St, Oakland, CA 94608
Phone Number	510-594-3982
Email Address	cdepp@omiacademy.org
Dates of Service	2017 - Present
Number of Sites	1
Enrollment Count	719
Meals Served	Breakfast ☒ Lunch ☒ Snack ☒ Supper ☐

Letter of Recommendation – Roses in Concrete Community School

February 23, 2019

To Whom It May Concern:

This year it has been a pleasure to work with Better 4 You Meals, Jonathan Diaz and his incredible team to support our meal program here at Roses in Concrete Community School. We have gone through a total of three meal vendors in the past four years and I am pleased with the level of satisfaction the partnership with Better 4 You Meals has brought to our school, students and families.

Better 4 You Meals has incredible customer service. We have invited them out to our family welcome events, back to school nights, and they are consistently showing up and showcasing their program to increase our participation. They are quick to reply to our needs and concerns. When orders need to be adjusted or any errors on our end, their team is available to support us and get us what we need correctly. They are constantly providing updates and stopping by to ensure the program is running smoothly. This is not only in concern to the food tasting good and being delivered as needed, but all the forms and records needed as part of NSLP. Better 4 You Meals is more than a vended meal provider for us, they are partners in rolling out our National School Lunch Program.

For our students, our partnership with Better 4 You Meals has given them a great food option at school for breakfast, lunch & snack. Students are participating in our meal program at a higher rate than previous year. Our families are happy that their students are eating and enjoying their meals at school. We have increased breakfast participation by 20% this year. Our students are extremely happy with Better 4 You Meals. The increase in our breakfast participation do not only benefit the students eating the breakfast but have made an impact on our playground with decrease conflict due to students being hungry at recess. All in all, it has been a win overall on our campus.

Please feel free to reach out to me if you have any questions or concerns.

Sincerely,

Leslye Salinas - Business Manager

Roses in Concrete Community School

4551 Steele Street
Oakland, CA 94619
510-698-3794

www.rosesinconcrete.org
community@rosesinconcrete.org

Letter of Recommendation – Compton Unified School District

Compton Unified School District
Student Nutrition Services
2300 West Caldwell Street, Room K1
Compton, CA 90220
Phone (310) 639-4321, Ext. 56673 Fax (310) 635-7740

July 12, 2018

To Whom It May Concern:

I first began working with Better 4 You Meals during the 2015/2016 school year.

Our goal in working with Better 4 You Meals (B4YM) was to have meals ready to eat that were hearty and provided some of the components of a reimbursable meal. We also wanted to increase student participation in our secondary schools where we were only serving a third of the school's enrollment due to time constraints. The students only had 30 minutes for lunch.

When my team and I met with B4YM, we were able to design our menu to offer meals that were hearty and would resonate with our student population. The Cheese Tamale and Carne Asada Fries are two favorites.

During the past school year, we begin using Better 4 You Meals exclusively in our Child and Adult Care Food Program (CACFP) to serve supper meals. This enables us to offer hot meals in addition to sandwiches, salads and shelf stable meals for supper. We saw a significant increase in student participation when we introduced hot supper meals like the BBQ Meatball Sandwich with Cheesy Mashed Potatoes.

During our most recent menu engineering session, we introduced several new items including Upside Down Chicken and Vegetable Pot Pie, Baked Ziti with Meat Sauce and Penne Alfredo with Broccoli. That is the most exciting thing about working with B4YM, designing our menu and trying new entrees.

I greatly value our menu engineering sessions that my team and I have had with Better 4 You Meals and I feel very comfortable giving a solid recommendation.

Sincerely,

Antoinette Pearce

Antoinette Pearce
Assistant Director of Student Nutrition
Student Nutrition Services
(310) 639-4321 ext. 56674
(310) 635-8268 (fax)
Email: mailto:apearce@compton.k12.ca.us

NSLP & CACFP Administrative Review Schools – Past 4 Years

2018-19

1. Endeavor College Prep Charter School
2. Los Feliz Charter for the Arts
3. Today's Fresh Start
4. Watts Learning Center
5. Global Education Academy
6. James Jordan Middle School
7. Lifeline Education Center
8. Children of Promise Preparatory Academy

2017 – 18

1. Life Source International Charter School
2. Inner City Ed Foundation (ICEF) Public Schools
3. Para Los Niños
4. New Academy (NASA)
5. Archdiocese Los Angeles
6. Compton Unified School District
7. Oakland Military Institute
8. The Primary School
9. Magnolia Public Schools
10. Today's Fresh Start
11. Downtown Value Schools
12. Youth Policy Institute Charter Schools
13. Public Safety Academy
14. Schools in Action

2016 – 17

1. Academy of Science and Engineering
2. Apple Academy Charter Public School
3. Camino Nuevo Charter Academy
4. Soar Charter Academy
5. Casa Ramona Charter School Inc.
6. Celerity Charter School
7. Endeavor College Preparatory Charter School
8. Libertas College Preparatory
9. Resolute Academy Inc.
10. Synergy Academy
11. The Guidance Charter School
12. The Palmdale Aerospace Academy
13. The School of Art and Enterprise
14. Woodward Leadership Academy, Inc.

2015 – 16

1. Green Dot Public Schools
2. Arts in Action
3. Children of Promise
4. Equitas Academies
5. IDEAP Program Services
6. Inland Leaders
7. Inyo County Office of Education
8. James Jordan Middle School
9. Los Angeles Leadership Academies
10. Learning Enrichment After-School Programs
11. Multicultural Learning Center
12. TEACH LA Public Schools
13. Watts Learning Center

California Charter Schools Served in 2018-19

Proprietary

Alliance College Ready #4 MS	Alliance College Ready #5 MS	Alliance Collins Family High School
Alliance Gertz-Ressler High School	Alliance Health Services Academy	Alliance Jack H. Skirball Middle School
Alliance Kory Hunter	Alliance Leadership Middle Academy	Alliance Margaret M. Bloomfield
Alliance Marine Tech Middle & HS	Alliance O'Donovan Middle Academy	Alliance Renee & Meyer Luskin
Alliance Richard Merkin Middle	Alliance Stern Math & Science Center	Alliance Susan & Eric Smidt Technology
Alliance Ted Tajima HS	Alliance William & Carol Ouchi High	Amethod Benito Juarez Elem (Supper)
Amethod Downtown Charter (Supper)	Amethod Oakland Charter (Supper)	Animo Florence-Firestone Charter MS
Animo Jackie Robinson HS	Animo Jefferson MS	Animo Pat Brown HS
Animo Ralph Bunche	Animo South LA Charter High School	Animo Venice High School
Animo Westside Middle	Arts in Action Elem & Middle School	Boys & Girls Clubs of Oakland (Supper)
Camino Nuevo High School	Camino Nuevo Jane B. Eisner Middle	Camino Nuevo Jose Castellanos
Children of Promise Prep Academy	Conservatory of the Visual & Performing Arts HS of Oakland	De Marillac Academy
Endeavor College Preparatory	Global Education Academy	Global Education Academy #2
GOALS Academy	High Tech Los Angeles HS	High Tech Los Angeles MS
ICEF Inglewood Elementary Grevilla	ICEF Inglewood Elementary Hillcrest	ICEF Inglewood Middle School
ICEF Innovation Elementary School	ICEF Lou Dantzler Prep Academy	ICEF View Park Elementary
ICEF View Park High School	ICEF View Park Prep Middle School	ICEF Vista Academy Middle School
ICEF Vista Elementary	Ideal Program Services	Invictus Academy of Richmond
ISANA Achernar	ISANA Cardinal	ISANA Himalia
ISANA Nascent	ISANA Octavia	ISANA Palmati Charter
ISANA Rolas	James Jordan Middle School	KIPP San Francisco College Prep
Libertas College Prep	Lifeline Charter Elementary	Lifeline Charter Middle & High School
Los Angeles Leadership High School	Los Angeles Leadership Middle School	Los Angeles Leadership Elementary
Los Feliz Charter School for the Arts	Magnolia Science Academy 1	Magnolia Science Academy 2
Magnolia Science Academy 4	Magnolia Science Academy 6	Magnolia Science Academy 7
Magnolia Science Academy Santa Ana	Manzanita Charter MS	Multicultural Learning Center Elem
Multicultural Learning Center MS	New Academy of Science & Arts	Oakland Military Institute
Palmdale Aerospace Academy	Public Safety Academy High School	REALM Charter School
Resolute Academy	Richmond College Prep	Roses in Concrete Charter School
SOAR Academy	STEM - Crown Preparatory Academy	STEM - Math & Science College Prep
STEM Prep Elementary School	Sunrise Charter MS – San Jose	Today's Fresh Start Compton
Today's Fresh Start Inglewood	Today's Fresh Start Vernon	Value School - University Prep High School
Value Schools - Downtown Value	Value Schools - Everest School	Value Schools - Central City HS
Watts Learning Center Charter School	Watts Learning Center Middle School	Woodward Leadership Academy
YPICS- Bert Corona HS	YPICS- Bert Corona MS	YPICS- Msgr Oscar Romero

California District Schools Served in 2018-19

Proprietary

Compton Unified School District	
Compton High School	Dominguez High School
Centennial High School	Compton Early College High School
Bunche Middle School – Compton	Davis Middle School
Enterprise Middle School	Roosevelt Middle School
Vanguard Learning Center	Walton Middle School
Whaley Middle School	Willowbrook Middle School
Anderson Elementary School	Bunche Elementary School – Compton
Bursch Elementary School	Carver Elementary School
Clinton Elementary School	Dickison Elementary School
Emerson Elementary School	Foster Elementary School
Jefferson Elementary School	Kelly Elementary School
Kennedy Elementary School	King Elementary School
Laurel Elementary School	Lincoln Drew Elementary School
Longfellow Elementary School	Mayo Elementary School
McKinley Elementary School	McNair Elementary School
Roosevelt Elementary School	Rosecrans Elementary School
Tibby Elementary School	Washington Elementary School
Glendale Unified School District	
Balboa Elementary School	Cerritos Elementary School
Columbus Elementary School (K-5th)	Dunsmore Elementary School
Thomas A. Edison Elementary School	Benjamin Franklin Elementary School
John C. Fremont Elementary School	Glenoaks Elementary School
Thomas Jefferson Elementary School	Mark Keppel Elementary School (K-5th)
La Crescenta Elementary School	Abraham Lincoln Elementary School
Horace Mann Elementary School	John Marshall Elementary School
Monte Vista Elementary School	Mountain Avenue Elementary School
John Muir Elementary School	Verdugo Woodlands Elementary School
Valley View Elementary School	Richardson D. White Elementary School
West Covina Unified School District (Pick Up Stix Meals)	
Edgewood Middle School	Hollencrest Middle School
West Covina High School	Walnut Grove Intermediate
Edgewood High School	

California Charter Schools Served in 2017-18

Proprietary

Alliance O'Donovan Middle Academy	ISANA Executive Prep	Magnolia Science Academy 7
Alliance College Ready Middle #4	ISANA Himalia	Magnolia Science Academy Santa Ana
Alliance College Ready Middle Academy 8	ISANA Nascent	Multicultural Learning Center
Alliance College-Ready Middle Academy 5	ISANA Octavia	New Academy of Science & Arts
Alliance Collins Family High School	ISANA Palmati Charter	Palmdale Aerospace Academy
Alliance Environmental Science & Tech HS	ISANA Rolas	Para Los Niños Elementary
Alliance Gertz-Ressler High School	Children of Promise Prep Academy	Para Los Niños Gratts Primary
Alliance Health Services Academy	Endeavor College Preparatory	Para Los Niños Middle School
Alliance Jack H. Skirball Middle School	GOALS Academy	Public Safety Academy High School
Alliance Kory Hunter	High Tech Los Angeles HS	Resolute Academy
Alliance Leadership Middle Academy	ICEF Inglewood Elementary Grevilla	SOAR Academy
Alliance Stern Math & Science Center	ICEF Inglewood Elementary Hillcrest	STEM - Crown Preparatory Academy
Alliance Margaret M. Bloomfield	ICEF Inglewood Middle School	STEM - Math & Science College Prep
Alliance Morgan McKinzie High School	ICEF Innovation Elementary School	TEACH Academy of Tech Middle
Alliance Neuwirth Leadership Academy	ICEF Lou Dantzler Prep Academy	TEACH Tech High
Alliance Renee & Meyer Luskin	ICEF View Park Elementary	The Guidance Charter
Alliance Richard Merkin Middle	ICEF View Park High School	The School of Arts & Enterprise
Alliance Susan & Eric Smidt Technology	ICEF View Park Prep Middle School	Today's Fresh Start Compton
Alliance Ted Tajima HS	ICEF Vista Academy Middle School	Today's Fresh Start Inglewood
Alliance William & Carol Ouchi HS	ICEF Vista Elementary	Today's Fresh Start Vernon
Animo Florence-Firestone Charter Middle	ICEF Vista Elementary K-2 Stoner	Value School - University Prep HS
Animo Jackie Robinson	Ideal Program Services	Value Schools - Downtown Value School
Animo Jefferson Middle	James Jordan Middle School	Value Schools - Everest School
Animo Pat Brown High School	Libertas College Prep	Value Schools Central City High School
Animo Ralph Bunche	Lifeline Charter Elementary	Watts Learning Center Charter School Elementary
Animo South LA Charter High School	Lifeline Charter Middle & High School	Watts Learning Center Middle School
Animo Venice High School	Los Angeles Leadership High School	Woodward Leadership Academy
Animo Westside Middle	Los Angeles Leadership Middle School	YouthBuild Charter Schools of Inyo County
Arts in Action Elem School	Los Angeles Leadership Primary Academy	YPI - Bert Corona HS
Arts in Action Middle School	Los Feliz Charter School for the Arts	YPI - Bert Corona MS
Camino Nuevo High School	Magnolia Science Academy 1	YPI - Monseñor Oscar Romero
Camino Nuevo Jane B. Eisner Middle	Magnolia Science Academy 2	
Camino Nuevo Jose Castellanos	Magnolia Science Academy 3	
ISANA Achernar	Magnolia Science Academy 4	
ISANA Cardinal	Magnolia Science Academy 6	

Attachment G – Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: #2019-2020-001

We, Better 4 You Meals, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the Contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one (1) year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by TEACH Public Schools.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for TEACH Public Schools.
6. That negligence in the preparation or presentation of errors in, or omissions from proposals, shall not relieve us from fulfillment of any and all obligations or requirements in the resulting contract.

FSMC Name:	**Better 4 You Meals**
Address:	**5743 Smithway St, Commerce, CA 90040**
Email Address:	**sholguin@better4youmeals.com**
Website:	**www.better4youmeals.com**
Name of Authorized Representative:	**Steven A. Holguin**
Title of Authorized Representative:	**Vice President – Sales & Marketing**
Signature of Authorized Representative:	
Date Signed:	**May 25, 2019**

Attachment H – Fee Proposal

TEACH Public Schools

All costs are based on ADP of 850 number of meals served on 185 number of school days.

COST BREAKDOWN			
Item #	**Description** *(Include All Goods and Services included in the Fixed Price)*		**Annual Cost**
1.	Breakfast Meals -equipment, delivery, & disposable goods		$283,050.00
2.	Lunch Meals -equipment, delivery, & disposable goods		$440,300.00
3.	Snacks - equipment, delivery, & disposable goods		$23,587.50
4.	Summer - equipment, delivery, & disposable goods		$10,500.00
5.	CACFP - equipment, delivery, & disposable goods		$79,087.50
	Sub Total		**$836,525.00**
	Personnel Costs	**Rate**	**Annual Cost**
4.	Site Based Servers est: (24hrs a day x 185days) = 4,440hrs	$17.50	$77,700.00
5.	Consultant Fee Per Meal	$0.00	$0.00
	Sub Total	$	$84,175.00
	GRAND TOTAL		**$914,225.00**

FIXED COST PER MEAL				
1. Line Item	2. Units	3. Rate	4. Total	5. Total X 185 Days
Breakfast	850	**$1.80**	**$1,530.00**	$283,050.00
Lunch	850	**$2.80**	**$2,380.00**	$440,300.00
Snacks	150	**$.85**	**$127.50**	$23,587.50
Nonreimbursable Meals	0	Same	**$0.00**	$0.00
Summer (x 25 days)	150	**$2.80**	**$420.00**	$10,500.00
CACFP	150	**$2.85**	**$427.50**	$79,087.50
	TOTAL x 185 Days		**$836,525.00**	

USDA Foods (Commodities Credit)

All B4YM supported schools that properly file the necessary paperwork for their USDA Foods Entitlements, and order usable food items, generally receive monthly credit equal to about $.10-$.15 per lunch, taken directly off their invoice. While all schools are eligible for USDA Foods Entitlements, eligibility and timing to access entitlements are based on the proper document submission and filing by the SFA.

Pricing Disclosures for Additional or Upgrade Options

1. Special Therapeutic Meals (medically requested/required):
   Breakfast: $ No Additional Price Lunch: $ No Additional Price
2. Vegan Meals
   Breakfast: $ 5.50 Lunch: $ 7.50
3. Salad Bar as Vegetable Side (price per meal): $ No Additional Price
4. School can choose from 2 breakfast items each day, and up to 4 lunch items.

Per Meal Equivalence

Servers are billed hourly outside of the fixed meal price, but in order to help provide an estimate for meal rate with servers included, those would be:

1. Breakfast - $1.92
2. Lunch - $3.10
3. Supper - $3.08

The estimated rates above are not meant to replace the pricing model on page 54, but rather to help in cost assessment.

Service Type

All meals are available as family style or pre-pack, based on school request. All meals are served complete and fully reimbursable by USDA & NSLP standards. Included with every meal:

- Full serving of vegetable
- Full serving of fruit or fruit juice
- Plates, trays, sporks, napkins
- Milk – 1%, Fat Free, & Chocolate options
- Meal appropriate condiments
- Transportation costs
- Site based employee costs

Attachment I – Required Certifications

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 CFR, Part 3018, "New Restrictions on Lobbying," 7 CFR, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)" and 7 CFR, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Title 31, U.S. Code (U.S.C.) Section 1352, and implemented at 7 CFR, Part 3018, for a person entering into a grant or cooperative agreement over $100,000, as defined at 7 CFR, Section 3018.105, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.



5/25/2019

Signature Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31U.S.C.1352
(See next page for public burden disclosure)

Approved by OMB
No. 0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type
a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance **N/A**	a. Bid/Offer/Application b. Initial Award c. Post-Award **N/A**	a. Initial filing b. Material change For Material Change Only: Year___ Quarter _____ Date of last report _____ **N/A**

4. Name and Address of Reporting Entity	5. 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee ☐ Tier, if known Congressional District, if known:	Congressional District, if known:
6. Federal Department Agency	7. 7. Federal Program Name/Description: CFDA Number, if applicable:
8. 8. Federal Action Number, if known:	9. Award Amount, if known
10. A. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	c. Individuals Performing Services (including address if different from 10A (last name, first name, MI

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:

Print Name: Steven Holguin

Title: Vice President, Sales & Marketing

Telephone Number: (323) 838-5555

Date: 5/25/19

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Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Better 4 You Meals
Address: 5743 Smithway St, Commerce, CA 90040

Certified By: Steven A. Holguin, Vice President of Sales & Marketing

Signature:  5/25/ 2019

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200:

A. The contractor certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Better 4 You Meals	TEACH Public Schools RFP#2019-2020-001
Contractor/Company Name	PR/Award Number or Project Name

Steven A. Holguin – Vice President of Sales & Marketing
Name and Title of Authorized Representative



	5/25/2019
Signature	Date

Attachment J - Certificate of Independent Price Determination

Both the SFA and Meal Vendor shall execute this Certificate of Independent Price Determination

Better 4 You Meals — Name of Meal Vendor

TEACH Public Schools — Name of School Food Authority

A. By submission of this offer, the offeror (Meal Vendor) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
   1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
   2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
   3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:
   1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
   2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Vendor's Authorized Representative	Title	Date
	Vice President, Sales & Marketing	**5/25/2019**

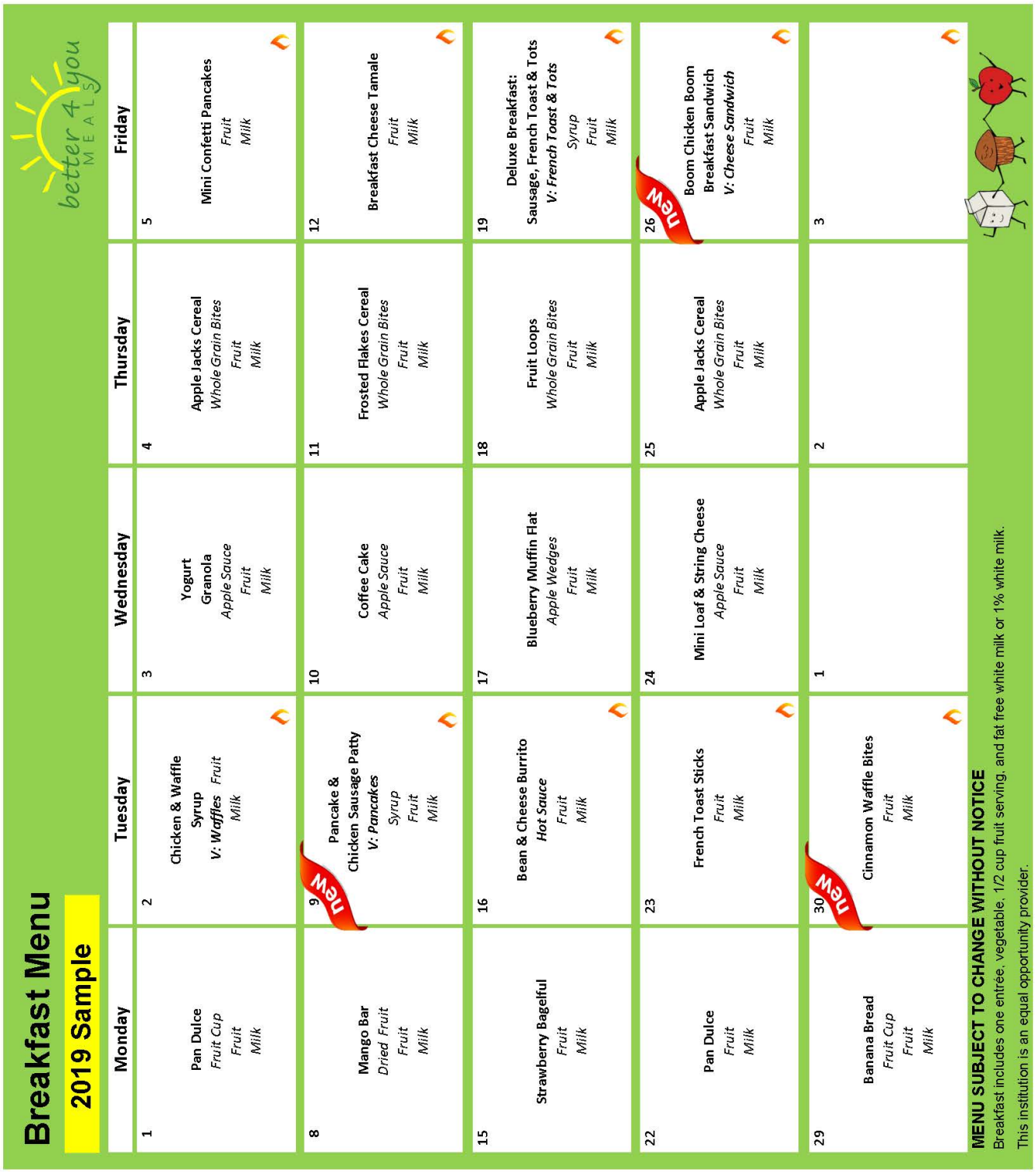
In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above

Signature of SFA's Authorized Representative	Title	Date

NOTE: Accepting a Respondent's offer does not constitute award of the contract.

Attachment K - 21 Day Cycle Menu Sample

Breakfast - Sample Menu



**Pork items can always be substituted or removed from menus per school request*

Lunch – Sample Menu

Hot Featured Lunch Menu

2019 Sample

Monday	Tuesday	Wednesday	Thursday	Friday
1 **Breaded Chicken Leg w/ Mac & Cheese** *Baby Carrots* *Fruit* *Milk*	2 **Cheeseburger *OR* BBQ Western Burger** *Oven Baked Fries Fruit* *Milk*	3 **Turkey Chili Corn Muffin** *Baby Carrots* *Fruit* *Milk*	4 **Beef Hot Dog** *Oven Baked Fries* *Side Salad* *Orange Wedges* *Milk*	5 Special **Spaghetti w/ Meat Balls** *Baby Carrots* *Fruit* *Milk*
8 Special **Chicken Alfredo Steamed Broccoli** *Fruit* *Baby Carrots Milk*	9 **Chicken Patty Burger** *Oven Baked Fries Fruit Cup* *Milk*	10 **Beef & Broccoli Not So Fried Rice** *Baby Tomatoes Fruit* *Milk*	11 **Beef Nacho Potato Burrito** *Side Salad* *Premium Fruit Day* *Milk*	12 Special **Chicken Nuggets** *Cheesy Mashed Potatoe* *Baby Carrots* *Fruit* *Milk*
15 **Chicken Teriyaki Chow Mein Noodles** *Edamame Beans* *Fuit* *Milk*	16 **Corn Dog** *Oven Baked Fries* *Dried Fruit* *Milk*	17 **Chicken Tamale Mixed Vegetables** *Baby Carrots* *Fruit* *Milk*	18 **Hamburger** *Pickles, Tomato, & Lettuce Kit* *Fruit* *Milk*	19 **Baked Ziti w/ Meat Sauce** *Baby Carrots* *Fruit* *Milk*
22 **Chicken BRC Burrito** *Baby Carrots* *Fruit* *Milk*	23 **Cheeseburger** *Oven Baked Fries* *Fruit* *Milk*	24 Special **Carnitas Nachos** ***Contains Pork*** *Tortilla Chips Baby Carrots* *Fruit* *Milk*	25 **Pancakes, Sausage & Potato Tots** *Side Salad* *Apple Wedges Milk*	26 **Green Chicken Enchiladas** *Baby Carrots* *Fruit* *Milk*
29 **Breaded Chicken Leg w/ Mac & Cheese** *Baby Carrots* *Fruit* *Milk*	30 Special **BBQ Western Burger** *Oven Baked Fries Fruit* *Milk*	1	2	3

MENU SUBJECT TO CHANGE WITHOUT NOTICE

Lunch includes one entrée, vegetable, 1/2 cup fruit serving, and fat free white milk or 1% white milk.

This institution is an equal opportunity provider.



**Pork items can always be substituted for or removed from any menu per school request*

Weekly Lunch Specials – Sample Menu

Lunch Specials

MAY 2019

Tuesday May 7th	Friday May 10th	Wednesday May 15th	Monday May 20th	Wednesday May 29th
Spicy Chicken Patty Sandwich w/ Baked Fries	Breaded Chicken Leg w/ Mashed Potatoes & Gravy	Chicken Burrito Bowl	Meaty Potato Pie w/ Dinner Roll	Mexican Chicken Tortilla Soup
A spicy twist on our traditional breaded chicken patty burger! Served with a side oven baked French fries.	Our popular breaded drumstick served with mashed potatoes topped with brown gravy. Served with a whole grain dinner roll.	Grilled chicken seasoned with our in-house taco seasoning, brown rice, pinto beans and corn, with a scoop of mild salsa.	A twist on a traditional Shepard's Pie. A mixture of seasonings, ground beef and vegetables, topped with cheesy mashed potatoes. Served with a whole grain dinner roll.	A tangy and flavorful soup broth mixed with chicken, beans, vegetables and brown rice. Served with a side of tortilla chips.
				

MENU SUBJECT TO CHANGE WITHOUT NOTICE

Lunch includes one entrée, vegetable, 1/2 cup fruit serving, and fat free white milk or 1% white milk.

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Lunch Cold Sandwich – Sample Menu

Cold Sandwich Lunch Menu

2019 Sample

Monday	Tuesday	Wednesday	Thursday	Friday
1 **Turkey & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	2 **Deli Chicken & Cheese Sandwich** *Oven Baked Fries* *Fruit* *Milk*	3 **Turkey Ham & Cheese Sandwich** *Side Salad* *Fruit* *Milk*	4 **Club Sandwich** **Contains Pork** *Side Salad* *Orange Wedges* *Milk*	5 **Wowbutter Sandwich** *Baby Carrots* *Fruit* *Milk*
8 **Turkey Pastrami & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	9 **Roast Beef Sandwich** *Oven Baked Fries* *Fruit Cup* *Milk*	10 **Ham & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	11 **Turkey & Cheese Sandwich** *Side Salad* *Premium Fruit Day* *Milk*	12 **Build Your Own Tuna Sandwich** *Baby Carrots* *Fruit* *Milk*
15 **Turkey & Cheese Sandwich** *Edamame Beans* *Fruit* *Milk*	16 **Deli Chicken & Cheese Sandwich** *Oven Baked Fries* *Dried Fruit* *Milk*	17 **Turkey & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	18 **Deli Chicken & Cheese Sandwich** *Pickles, Tomato, & Lettuce Kit* *Fruit* *Milk*	19 **Wowbutter Sandwich** *Baby Carrots* *Fruit* *Milk*
22 **Turkey Pastrami & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	23 **Roast Beef Sandwich** *Oven Baked Fries* *Fruit* *Milk*	24 **Turkey Ham & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	25 **Club Sandwich** **Contains Pork** *Side Salad* *Apple Wedges* *Milk*	26 **Build Your Own Tuna Sandwich** *Baby Carrots* *Fruit* *Milk*
29 **Turkey & Cheese Sandwich** *Baby Carrots* *Fruit* *Milk*	30 **Deli Chicken & Cheese Sandwich** *Oven Baked Fries* *Fruit* *Milk*	1	2	3

MENU SUBJECT TO CHANGE WITHOUT NOTICE

Lunch includes one entrée, vegetable, 1/2 cup fruit serving, and fat free white milk or 1% white milk.

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Hot Vegetarian Lunch Menu

2019 Sample

Monday	Tuesday	Wednesday	Thursday	Friday
1 **Plant-based Chicken Tenders w/ Twisted Nacho Mac & Cheese** *Baby Carrots* *Fruit* *Milk*	2 **Vegetarian Cheeseburger** *Oven Baked Fries* *Fruit* *Milk*	3 **Plant-based "Beef" & Bean Chili Corn Muffin** *Baby Carrots* *Fruit* *Milk*	4 **Plant-based Chicken Tenders** *Oven Baked Fries* *Side Salad* *Orange Wedges* *Milk*	5 **Cheesy Spaghetti w/ Plant-based "Beef"** *Baby Carrots* *Fruit* *Milk*
8 **Penne Alfredo** *Baby Carrots* *Fruit* *Milk*	9 **BBQ Vegetarian Western Burger** *Oven Baked Fries* *Fruit Cup* *Milk*	10 **Tofu & Broccoli Not So Fried Rice** *Baby Carrots* *Fruit* *Milk*	11 **Bean & Cheese Burrito** *Side Salad* *Premium Fruit Day* *Milk*	12 **Plant-based BBQ Chicken Tenders** *Cheesy Mashed Potatoes* *Baby Carrots* *Fruit* *Milk*
15 **Plant-based "Chicken" Teriyaki Chow Mein Noodles** *Edamame Beans* *Fruit* *Milk*	16 **Plant-based Chicken Tenders** *Oven Baked Fries* *Dried Fruit* *Milk*	17 **Cheese Tamale Mixed Vegetables** *Baby Carrots* *Fruit* *Milk*	18 **Vegetarian Burger** *Pickles, Tomato, & Lettuce Kit* *Fruit* *Milk*	19 **Baked Ziti w/ Plant-based "Beef"** *Baby Carrots* *Fruit* *Milk*
22 **Bean & Cheese BRC Burrito** *Baby Carrots* *Fruit* *Milk*	23 **Vegetarian Cheeseburger** *Oven Baked Fries* *Fruit* *Milk*	24 **Plant-Based "Beef", Bean & Cheese Nachos** *Tortilla Chips* *Baby Carrots* *Fruit* *Milk*	25 **Pancakes, Plant-based Chicken Tenders, & Potato Tots** *Side Salad* *Apple Wedges* *Milk*	26 **Green Cheese Enchiladas** *Baby Carrots* *Fruit* *Milk*
29 **Plant-based Chicken Tenders w/ Twisted Nacho Mac & Cheese** *Baby Carrots* *Fruit* *Milk*	30 **Vegetarian Cheeseburger** *Oven Baked Fries* *Fruit* *Milk*	1	2	3

MENU SUBJECT TO CHANGE WITHOUT NOTICE

Lunch includes one entrée, vegetable, 1/2 cup fruit serving, and fat free white milk or 1% white milk.

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Entrée Salad Lunch Menu

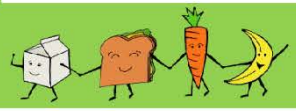
Sample 2019

Monday	Tuesday	Wednesday	Thursday	Friday
1 Mexican Chicken Salad Popped Corn Chips Hot Sauce *Baby Carrots* *Fruit* *Milk*	2 Southwest Chicken Salad Dinner Roll Ranch Dressing *Oven Baked Fries* *Fruit* *Milk*	3 Chicken Taco Salad Popped Corn Chips Ranch Dressing *Baby Carrots* *Fruit* *Milk*	4 Buffalo Chicken Salad Dinner Roll Ranch Dressing *Side Salad* *Orange Wedges* *Milk*	5 Tuna Salad Wheat Crackers Ranch Dressing *Baby Carrots* *Fruit* *Milk*
8 Mexican Chicken Salad Popped Corn Chips Hot Sauce *Baby Carrots* *Fruit* *Milk*	9 Tuna Salad Wheat Crackers Ranch Dressing *Baby Carrots* *Fruit Cup* *Milk*	10 Cobb Salad **Contains Pork** Dinner Roll Ranch Dressing *Baby Carrots* *Fruit* *Milk*	11 Chicken Taco Salad Popped Corn Chips Ranch Dressing *Side Salad* *Premium Fruit Day* *Milk*	12 Southwest Chicken Salad Dinner Roll Ranch Dressing *Baby Carrots* *Fruit* *Milk*
15 Chicken Taco Salad Popped Corn Chips Ranch Dressing *Edamame Beans* *Fruit* *Milk*	16 Southwest Chicken Salad Dinner Roll Ranch Dressing *Oven Baked Fries* *Dried Fruit* *Milk*	17 Chicken Taco Salad Popped Corn Chips Ranch Dressing *Baby Carrots* *Fruit* *Milk*	18 Southwest Chicken Salad Dinner Roll Ranch Dressing *Side Salad* *Fruit* *Milk*	19 Chicken Taco Salad Popped Corn Chips Ranch Dressing *Baby Carrots* *Fruit* *Milk*
22 Mexican Chicken Salad Popped Corn Chips Hot Sauce *Baby Carrots* *Fruit* *Milk*	23 Tuna Salad Wheat Crackers Ranch Dressing *Baby Carrots* *Fruit* *Milk*	24 Cobb Salad **Contains Pork** Dinner Roll Ranch Dressing *Baby Carrots* *Fruit* *Milk*	25 Chicken Taco Salad Popped Corn Chips Ranch Dressing *Side Salad* *Apple Wedges* *Milk*	26 Southwest Chicken Salad Dinner Roll Ranch Dressing *Baby Carrots* *Fruit* *Milk*
29 Mexican Chicken Salad Popped Corn Chips Hot Sauce *Baby Carrots* *Fruit* *Milk*	30 Tuna Salad Wheat Crackers Ranch Dressing *Baby Carrots* *Fruit* *Milk*	1	2	3

MENU SUBJECT TO CHANGE WITHOUT NOTICE

Lunch includes one entrée, vegetable, 1/2 cup fruit serving, and fat free white milk or 1% white milk.

This institution is an equal opportunity provider.



Description of How Meals Comply with NSLP & SBP

Better 4 You Meals uses Food Based Menu Planning (FBMP) approach for all meals in accordance with NSLP and SBP guidelines established in 2012 and updated in subsequent years. Every meal that B4YM serves follows the meal pattern as outlined in Attachment I. All meal requirements such as Meat/Meat Alternative, Fruit, Vegetable, Grain, and Milk meet or exceed the standard requirements.

Below are four main dietary specifications as outlined by SBP and NSLP and the standards by which all meals served by B4YM abide.

Minimum and maximum calorie (kcal) daily averages over course of the week

	Breakfast	Lunch
• Grades K-5	350-500	550-650
• Grades 6-8	400-500	600-700
• Grades 9-12	450-600	750-850

Daily Sodium Limits SY 2014-15

	Breakfast	Lunch
• Grades K-5	≤540mg	≤1230mg
• Grades 6-7	≤6000mg	≤1360mg
• Grades 9-12	≤640mg	≤1420mg

Saturated Fats – Limit Saturated Fats

- Less than 10 percent of total calories

Trans Fats

- Nutrition label or manufacturer's specifications must specify zero grams of trans fat per serving (less than 0.5 grams per serving)

Additional Documents – Non-Required

Student Engagement & Participation for All

Better 4 You Meals is so much more than just your everyday lunch provider. We know that fun activities, special events, and on-site food preparation can help engage your scholars at a much greater level.

Therapeutic Meals



Very few meal vendors meet the unique and often challenging needs of those students who require therapeutic meals. Working with our in-house nutritionist, we create a menu plan that will be enjoyable and hopefully increase the variety of tailored offerings available to your students with the need for therapeutic meals.

BBQs at Your School



B4YM can bring out the BBQ team to your school and prep an amazing and NSLP reimbursable lunch right in front of your students. B4YM team members can tow our state of the art BBQ trailer directly to your school, or if space is a challenge, we can bring one of our mobile BBQs. Schools enjoy our BBQs for special events like jog-a-thons, grade promotions, testing completion, and many other activities. If parents or community guests are going to be attending your special events, schools can order meals for those guests as well at a minimal cost.

Catering for Staff and Parent Special Events



Oftentimes schools host meetings and events such as Professional Development Training, Parent Appreciation Nights, Recognition Breakfasts, Board Meetings, and much more. Searching for a caterer that can provide an enjoyable and affordable meal for your events can be difficult and time consuming when you factor all your normal day-to-day duties. B4YM helps to take the burden off of your staff by serving as a one-stop shop for catering support.

We have provided special event meal services for groups as small as 10 and as large as 1,500. Along with the meals we are able to prepare in our 50,000 square foot kitchen facility, we have a large

number of catering partnerships that allow us the opportunity to create many different varieties of menus at an affordable and often below market cost.

Ticket 2 Wellness

Ticket 2 Wellness is B4YM's daily game to get students excited about participating in the school meal program. At the start of each month, schools are given posters announcing the T2W prize for the month. Each day, a winning ticket is taped the bottom of a meal. One lucky student will receive a ticket each day entering them into the drawing for the monthly prize. Students can receive more than one ticket per month and the more often they participate in the meal program, the greater their chances of entering the drawing. Announcing and then placing "winning" tickets under random school meals resulted in many schools increasing overall participation by over 4%.



B4YM encourages a focus on health and wellness by providing prizes that are significant, desirable and promote student physical activity and fun. Past prizes have included bicycles, skateboards, scooters, Beasts Headphones, waterproof Bluetooth speakers, Clippers & Dodgers tickets, and more.



Field Trips & Learning Opportunities

We are very proud of our kitchen and distribution facility. Schools that have attended our recent Open Houses have expressed a desire to bring their students to our facility so they can see first-hand how their food is stored, prepared, packaged, and distributed to their schools. Daily work at B4YM is a great opportunity to engage students on health, nutrition, math, engineering, technology, safety, science, and much more. We encourage you to visit your current vendor's facility and compare it to the first-rate food-only center that we operate in. Our facility shares Millbrae facility was the former headquarters and sole production facility for Casa Sanchez Salsas & Chips.

Methods to Help Increase Student Participation

Targeted Increase
Based on an evaluation of the current participation rates at each of the various schools, it's is Better 4 You Meals' goal to increase overall participation by a minimum of 8%.

Enjoyable Meals
The B4YM team is constantly working on new meals that are designed with our end consumer in mind, your student. 90% of all the meals that B4YM serves end up in the hands of student who qualifies for a free or reduced lunch. Our team has deep roots in the communities we serve and every meal we test or place on our menu is designed to meet the likes of our local students.

Ticket 2 Wellness
Ticket 2 Wellness is B4YM's daily game to get students excited about participating in the school meal program. At the start of each month, schools are given posters announcing the T2W prize for the month. Each day, a winning ticket is taped to the bottom of a meal. One student will receive a ticket each day entering them into the drawing for the monthly prize. Students can receive more than one ticket per month and the more often they eat lunch, the greater their chances in the drawing.

B4YM encourages a focus on health and wellness by providing prizes that are significant, desirable and promote student physical activity and fun. Past prizes have included bicycles, skateboards, scooters, Beasts Headphones, waterproof Bluetooth speakers, Clippers & Dodgers tickets, and more.

Focus Groups & Engagement
B4YM staff members are trained and experienced at engaging with students and parents. We will conduct meetings at schools with student groups to gauge preferences and solicit feedback regarding the meals they would like to have. Tasting can be set-up at school request to go over multiple items from the menu to gauge preferences and overall student food likes. We also provide parent informational sessions with training on NSLP standards and requirements.

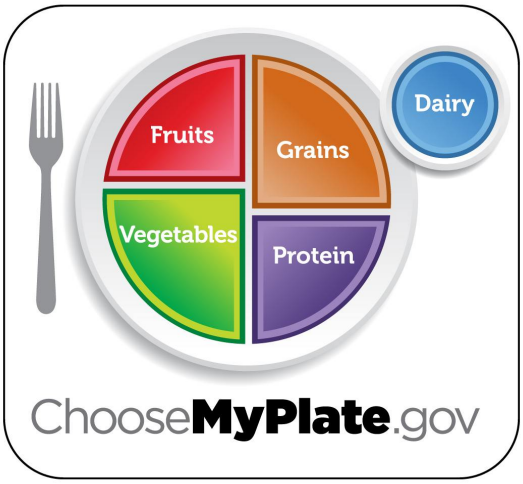
Marketing & Awareness
B4YM staff can collaborate with school staff to help create school centric branded marketing materials for school nutrition program. Our outreach team can help design and create posters, flyers, and informational materials that can be given out or placed around the school. We can also work with the various school marketing or communication committees to draft newsletter articles for web or print.

Improved Packaging
One area we consistently solicit feedback on each year was is packaging design. Schools have provided tremendously favorable and beneficial feedback on how it can be improved. This school year we changed the overwrap to more heat-sealed plastic with less waste and sturdier bowls. We also rolled out a new clear plastic bowl for our salads. Combined, these changes make for a better presentation of the meals. Responses to those changes was very positive! We are excited for the other new rollout of packaging that will be unveiled in 2018-19.

Compliance & Training Assistance

At Better 4 You Meals, we understand the many daily demands faced by school leaders. From the day you open your doors, you are often the principal, the nurse, the receptionist, the IT tech, and now the State even expects you to be a food service expert. B4YM is confident we can take at least one of those items off of your plate. We believe your main focus should be on expanding the learning and engagement opportunities for you students.

For this reason, the B4YM team is committed to supporting your school with a wide range of food compliance services, allowing you the freedom to concentrate on what's most important, educating your students. Our team is fully versed in State and Federal food program mandates and will assist you with meeting all of the day-to-day compliance obligations.



B4YM can provide your school with:

- Best practice operating procedures
- Nutritional analysis support using Nutrikids software
- Production and transportation records
- Therapeutic menus
- Analysis of your food program
- Waste management tools
- Hazard Analysis & Critical Control Points (HACCP)

We can also guide you through the process of:

- Administrative reviews (Audits)
- Enrollment in the USDA Commodities Co-Op for greater cost savings
- Health Inspections
- Developing a Wellness Policy
- Opportunities to participate in grant funding



Workshops that Better 4 You Meals provides include:

- Offer vs Serve Requirements & Best Practices
- Preparing for your Administrative Review
- Accessing CDE Equipment Grants for your school
- Marketing your meal program to parents & students
- Parent & student workshops on NSLP and Nutrition

Name Brand Partnerships

B4YM is committed to be a life-long learner of food services. We know we must consistently create new menu items, recipes, and improved methods of service to keep your students actively engaged in the meal program. A significant part of our drive is to stay fresh and innovative by seeking new and unique meal offerings.

Pick Up Stix



B4YM is currently the only vendor with a direct partnership with Pick Up Stix to serve Southern California charter schools. Based on Pick Up Stix's wildly popular NSLP compliant meals, B4YM is the first licensee approved to cook students in our own kitchen. In 2018-19, B4YM will have served over 500,000 Pick Up Stix meals and our schools increase their lunch order by an average of 15% on Pick Up Stix days.

Domino's Pizza Smart Slice

Better 4 You Meals currently is the only 3rd party meal vendor providing schools with Domino's Pizza for lunch and supper. Domino's Pizza has a NSLP compliant and reimbursable Smart Slice pizza that your students are sure to love. Compared with the standard Domino's pizza, the Smart Slice uses a whole grain crust, 1/3 less fat in the pepperoni, 1/3 less salt in the sauce, and cheese with just half the usual fat — all changes made to fit the new NSLP standards.

Pizza Hut A+ Pizza

Also joining the National School Lunch Program pizza party is Pizza Hut with their A+ Pizza. With a crust consisting of 18 grams of Whole Grain and 3 grams of fiber, Pizza Hut is working to help change the way school pizza is viewed. Featured A+ Pizzas also include toppings with 30% less fat and 55% less sodium. Pizza days at B4YM have become very popular and they can be the draw that excites your students too!

Ramona's Burritos

Making some of the freshest and tastiest burritos in Los Angeles since 1954, Ramona's Burritos is a family tradition and institution for many South Los Angeles and South Bay residents. In 2015, Better 4 You Meals partnered with Ramona's to create a line of preservative free, NSLP compliant burritos based on their widely popular existing burrito menu line.

Carmelita Chorizo

Founded in 1934 in East Los Angeles, Carmelita Chorizo is the oldest chorizo manufacturer in California. With a new line of clean label, no filler chorizo, made entirely of chicken, Carmelita exclusively provides Better 4 You Meals with the best chorizo product in the school meal industry.

Support for Fresh Fruits & Vegetables Program

B4YM is very experienced in helping to operate the Fresh Fruits & Vegetable Program (FF&VP) at schools. If your schools are interested in implementing the FF&VP, B4YM team can meet with school staff to go over the initial budget, goals, pricing, and a proposed menu.

We provide the schools with a list of possible fresh fruits and vegetables that are compliant and available to purchase. From there, we collaboratively create a menu and calendar for the fruits and vegetables. B4YM then delivers the produce directly to the school on designated days.

FFVP snacks must be offered to students at least two days per week, but many schools in California choose to serve three to five days per week. The program must be offered during the school day but cannot be offered during breakfast, lunch, or after school. FFVP cannot be served prior to the start of the school year or during summer school.

When planning FFVP menus, B4YM reminds schools that the goal of the program is to offer a variety of fresh fruits and vegetables in their natural state. There is no required portion size. We try “sample sizes” to introduce new items and then partner with your school to adjust ordering as needed. To the extent possible, we try not limit the choices you can offer. B4YM finds innovative and fun ways to encourage your students to sample different foods, sometimes through the cutting or through low salt seasonings added.

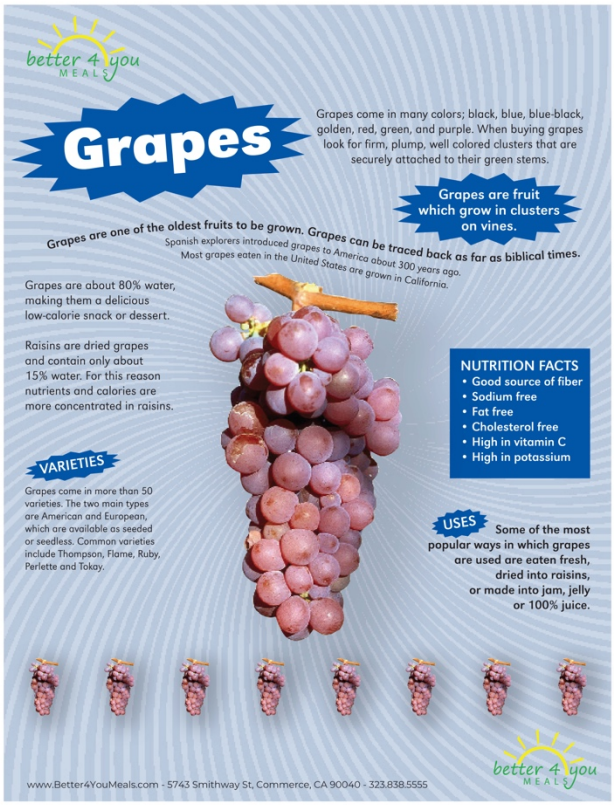
Fruits and vegetables should be appealing and easy to grab. If necessary, we cut produce items to make them easier to eat and reduce mess for younger children.

Here's a sample FF&VP Menu for a school that implements it 3 times per week.

Monday	Tuesday	Wednesday	Thursday	Friday
Jicama French Fries		Granny Smith Apple		Blueberries
Papaya Cubes		Carrot Shakers		Mandarin Cutie
Cucumber Coins w. Low Sodium Tajin Packet		Snap Peas		Pineapple Spear

Below are some samples of marketing materials that B4YM provides along with our FF&VP support.









Sample Breakfast Items Served

Below is a list of the wide array of products we serve throughout the school year. Every meal is served with 8 ounces of rBST-free non-fat or reduced fat milk. We are constantly evaluating our menu, testing new recipes, and sampling new products at schools. To better serve our students, we encourage schools to provide us feedback regularly and engage their parents and students on favorite healthy foods.

- Sausage and Cheese Bagel
- Green Chile & Potato Burrito
- Cheese & Green Chile Tamale
- Chicken & Waffle
- Whole Grain French Toast Sticks
- Whole Wheat Coffee Cake
- Apple Cinnamon Chewy Breakfast Bar
- Whole Grain Pan Dulce
- Whole Wheat Grilled Cheese Sandwich
- Blueberry Pancake Sandwich
- Breakfast Bean & Cheese Burrito
- Bagel-Ful Fruit Bars
- Egg & Sausage Burrito
- Turkey Sausage & Cheese Croissant
- Low Fat Yogurt & Nut Free Granola
- Country Biscuit w/ Turkey Sausage Gravy
- Apple Oatmeal Bar
- Mini Maple Corn Dogs
- Sausage Croissant Sandwich
- Mini Cinnamon Buns
- Reduced Sugar Frosted Mini-Wheats
- Reduced Sugar Frosted Flakes
- Reduced Sugar Cinnamon Toast Crunch
- Whole Grain Mini Pancakes
- Blueberry/Apple Mini Loafs
- Whole Wheat Pan Dulce
- Whole Wheat Zucchini Bread
- Whole Wheat Banana Bread
- Whole Grain Mini Pancake
- Whole Wheat Bagel with SunButter and Jelly
- Whole Wheat Bean and Cheese Burrito
- Whole Wheat Blueberry Muffin
- Proball and String Cheese
- Whole Wheat Round - Oatmeal Raisin Flavor






Sample Lunch Items Served

Below is a list of the wide array of products we serve throughout the school year. Every meal is served with 8 ounces of rBST-free non-fat or reduced fat milk. We are constantly evaluating our menu, testing new recipes, and sampling new products at schools. To better serve our students, we encourage schools to provide us feedback regularly and engage their parents and students on favorite healthy foods.

- Chicken & Cheese Tamales
- Diced Pollo Bowl w/ Beans & Mexican Brown Rice
- Ground Turkey& Cheese Lasagna
- Ground Turkey & Cheese Nachos
- Red or Green Chicken Enchiladas
- Chicken Chile Verde
- Pick Up Stix House Chicken & Veggies
- Domino's Pizza School Smart Slice
- Beef Hamburger w/ Lettuce, Tomato and Pickle
- Cheese Ravioli
- Teriyaki Chicken & Noodles
- Beef & Cheese Nachos
- Orange Chicken & Chow Mein Noodles
- Pizza Calzone
- Country "Fried" Pork Chop w/ Gravy
- Baked Fish Patty Burgers
- Sloppy Joe Burgers
- Bean & Cheese Burrito w/ Salsa
- Green Chile & Cheese Pupusas
- Chicken Fajitas & Beans
- Baked Breaded Chicken Patty Burgers
- Beef/Chicken & Bean Burritos
- Chicken & Cheese Burrito
- Chicken Fettuccini Alfredo
- Chicken Teriyaki w/ Vegetables and Brown Rice
- Sweet & Sour Chicken w/ Chow Mein Noodles
- Pizza Hut A+ School Slice
- Breaded Chicken Bites w/ Mashed Potatoes
- Chicken Fajitas w/ Spanish Brown Rice
- Beef & Bean Chili Bowl
- Chicken Italian Sandwich
- Beef & Vegetable Picadillo w/ Spanish Brown Rice
- Ham/Turkey & Cheese Sandwich
- Cajun Chicken Wrap
- BBQ Riblet Sandwich
- Chinese Chicken Salad
- Penne Pasta w/ Meat Sauce
- Philly Cheese Steak Sandwich
- Rotini Pasta w/ Meat Sauce
- Chicken Taquitos w/ Refried Beans
- Spaghetti w/ Ground Turkey Marinara
- Tuna Salad Sandwich
- Turkey Steak w/ Mashed Potatoes
- Turkey/Beef Hot Dog
- Macaroni & Cheese
- Hot Roast Beef Sandwich






USDA Commodities

Almost every week, a B4YM team member hears a school leader say, "I've heard about commodities, but what exactly are they and how do they work?" Helping schools understand how to participate in and utilize USDA Commodities, in their meal program, is something the team at B4YM takes great pride in.

What is the USDA Commodities Program?
Every year, with funding from the Federal Government, the USDA purchases 100% American grown foods from local farmers and growers. The USDA then makes those products available to community organizations and educational institutions at drastic discounts compared to the retail market.

USDA Commodities, also known as USDA Foods, currently account for 15%-20% of all food served to schools across the country. Until recently, only large school districts with significant storage capabilities participated in the Commodities Program because the purchases are so large. Based on your enrollment and lunches served the previous year, each of your schools will be issued an amount of eligible monetary credits to purchase USDA Commodities.

How Can Charters Take Maximum Advantage of Their USDA Entitlements?
In 2011, charter school leaders throughout Southern California created a Co-Op and requested the State approve them as eligible to access USDA Commodities. The California Charter School Commodities Co-Op is available to schools statewide and they meet annually to decide what products they'd like purchased with their USDA credits.

There is no cost to join the Co-Op, so there is no up-front money needed from your school. Items are purchased on your behalf by the Co-Op and transported to your food vendor for proper storage. Your vendor then incorporates those foods into meals for your students. Your food vendor must be an approved processor of USDA Commodities and must be willing to use the commodities of your choosing. The Co-Op retains a small administrative fee for the processing and oversight to offset the costs involved in the program.



What Are the Fiscal Benefits of Using USDA Commodities?
The savings to charter schools that use commodities are huge! On average, a charter school in the Co-Op can receive enough credits to offset a significant amount of their daily lunch cost. Over an entire year, schools can reduce their total lunch costs by 6%-8%, which can be translated into your school saving about $.15 - $.20 per lunch per day.

Imagine you are a school of 500 students and serve 400 lunches per day. If you were participating in the USDA Commodities Charter School Co-Op you could be eligible to receive

annual credits totaling around $14,500. Those credits would be taken right off of your food vendor's invoice which helps your school's monthly cash flow output. Could your school use an additional $14,500 per year?

What Kinds of Foods Does B4YM Make with USDA Commodities?
B4YM has become an expert in utilizing the commodities chosen by the Co-Op and turning them into meals that are extremely popular with students. Products eligible to be purchased through USDA Commodities include:

- Grilled chicken fajitas strips
- Lean ground beef & turkey
- Sliced turkey
- Sliced chicken breast
- Hamburger patties
- Fresh produce
- Frozen vegetables
- Whole grain tortillas & pasta
- Brown rice
- Low sodium cheese

Popular meals that B4YM makes with commodities food are:

- Chicken Fajitas w/ Rice & Beans
- Cheeseburgers
- Turkey & Hummus Pitas
- Rotini with Marinara Meat Sauce
- Chipotle Chicken Sandwich
- Cranberry Chicken Sandwich
- Chicken Fettuccine Alfredo
- Chicken Quesadilla
- Turkey Submarine Sandwich
- Chicken Chile Verde & Beans
- BBQ Chicken Sandwich
- Chicken & Veggie Stir-fry

What Can Your School Do with Savings from USDA Foods?
Federal and State law requires that all NLSP related reimbursements go directly to support the meal program at the school. If your school has significant cost savings from participating in the USDA Commodities Program, what can you spend those funds on? Some examples of allowable use of surplus meal funds are:



- Purchasing covered structures for the eating area
- New lunch benches
- Tables and chairs for eating area
- Serving carts for meal distribution
- Technology for operating the meal program (laptop, scanner, keypad)
- Insulated bags for food transporting
- Offsetting the cost of employees directly supporting the meal program

There are numerous ways to effectively use your surplus meal funds, but should you be unsure or question whether a purchase or use of funds is an allowable expense, we recommend that you contact the CDE for further clarification.

Commitment to Ensuring Healthy Food Options

Everyday, the Better 4 You Meals team is working tirelessly to ensure that every meal we serve is tasty, fresh, healthy, and is in line with all requirements of the Healthy, Hunger-Free Kids Act and the Let's Move Initiative of the White House. While definitely stringent, the new standards and initiatives of the USDA have placed students on a path to a healthier and more food conscience future.

Better 4 You Meals dietitians and culinary professionals have been working to develop menu strategies and systems that will help your school meet the new standards efficiently and cost-effectively, while maintaining student participation in, and satisfaction with, their school meal programs.

- Our menus feature low and non-fat dairy options; lean protein choices; access to a wide variety of fruits and vegetables; assorted whole grain products; and 100 percent fruit juice.
- We continue to reduce added fats, sugar, and salt while promoting and expand the availability of breakfast.
- Our recipes are designed to meet the nutritional standards, but also to focus on student acceptability, so students will participate in a healthy school food service program.

Expanded Vegetable & Fruit Option



In line with the USDA's initiative to increase the variety of fruits and vegetables that is offered to students, Better 4 You Meals has employed strategies to increase your student satisfaction and consumption of fresh fruit and vegetables.

- Offering a Salad Bar with a variety of fresh vegetables and salsa
- Providing Low Sodium Tajin with fresh vegetables
- Providing schools with food service tools like the Sunkist Sectionizer for easy and safe fruit cutting at the school site
- Offering schools a cut fruit and premium fruit upgrade to expand the current fruit rotation

Whole Grain Foods

All breads, pasta, tortillas, baked goods, other grain based items that Better 4 You Meals serves are Whole Grain rich and meet all USDA NSLP requirements. Whole grains contain fiber, vitamins, minerals, and antioxidants. Fiber helps children feel full longer. Whole grains may reduce the risk of several chronic diseases including coronary heart disease, and may help maintain a healthy weight.

Decreasing Sodium in All Meals

Sodium, also known as salt, is often added to foods during processing, cooking, or at the table. While the body needs some sodium, almost everyone eats more than the body needs. Too much sodium plays a role in high blood pressure, which makes it harder for the heart to do its job. By offering lower sodium versions of popular menu items and recipes at the beginning of a school year, students' tastes can change. Adding less or no salt and using tasty sodium-free alternatives, such as herbs and spices,

can help students learn to like foods with a less salty flavor. Our goal is that they will not even notice the difference!

Enjoyable & Culturally Relevant Meal Options

As the push to improve school meals grows, it's important to never lose focus that the student is the ultimate consumer of the meal. If the meal is not fresh, tasty, visually appealing, and overall enjoyable to your students, then the likelihood they will take and eat the meal decreases substantially. And those students who never take a meal or immediately throw it in the trash, the likelihood they go without food for the day or reach for the first junk food option in site rises very dramatically.



Better 4 You Meals seeks to find that allusive perfect balance of fresh, healthy, and tasty meals that speaks to the students and creates an enjoyable meal experience. Using meals that students recognize, associate good feelings with, and are interested in trying has been a significant factor in our rapid growth throughout Southern California.



We seek ways to replicate those meals that the students may have grown up with and that they love, but in a healthier version. This shows students that the extra salt, oil, fat, and grease is not needed to have a delicious meal.

Some meals that that Better 4 You Meals has recreated into a healthier version and have proven to be very popular with students include:

- Chicken chorizo & potato taco
- Baked breaded chicken nuggets
- Baked breaded orange chicken
- Baked sopes with refried beans and diced chicken breast
- Baked Pupusas with green chile and cheese
- Chicken and cheese tamales made without manteca (lard)
- Burritos in whole grain tortillas
- Whole grain rich croissants and bagels
- Whole grain breakfast coffee cake – reminiscent of the famous LAUSD coffee cake



Meal Transportation and Holding – Procedures & Equipment

Meal Transportation Procedures:

Meals are transported in fully enclosed delivery trucks or vans, which are free of odors and maintained clean at all times. Our fleet is covered by a complete pest control system that is conducted by a professional pest management company which specifically works in the food production industry. The vehicles are maintained by a Preventative Maintenance Program that is organized to prevent cross-contamination.

Specific equipment used for meal transport:

The transportation equipment may include, but is not limited to: ice chests for beverages, industrial transport tubs for items at room temperature and Cambro units (hot boxes) of various sizes. These units are used with the addition of Cam Chillers, Cam Warmers, and Ice Blankets, depending on the meal item temperature.



Additional equipment can consist of:

- Cam-Dollies
- Cam-Chillers
- Beverage Caddies
- Harnessing Equipment
- Delivery Trucks with Safety Lift-Gates
- Load Baring Bracers
- Hand Truck

Sample Holding Procedures:

Meal temperature should be taken at time of delivery and recorded on the Transportation Record. They should then be monitored once every two hours until food is served to assure that hot food is held above 135°F and cold foods are held below 41°F. Temperature control does not apply to whole fruit or packaged shelf stable items.

When meals are waiting to be served, Cambros and Coolers must be kept at least 6 inches off the ground/floor on tables, crates, hand trucks or counters. They can also be left on their Cambro Dollies.

Coversheet

CompuGroup Medical Inc Service Agreement

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	H. CompuGroup Medical Inc Service Agreement
Purpose:	Vote
Submitted by:	
Related Material:	CGM Information .pdf Teach.Public.Schools.Medi-Ed.05.13.2019.pdf

CGM _

Your School's Funding Source for Special Education Services.



SCHOOL-BASED MEDICAID REIMBURSEMENT & BILLING SERVICES

CALIFORNIA (Medi-Cal) Program

CALIFORNIA's Medi-Cal school billing option program reimburses schools the federal share of the maximum allowable rate for approved health-related services provided by qualified health service practitioners for Medi-Cal eligible students.

Medi-Cal reimbursement is provided for students who meet all of the following requirements:

- Are 22 years of age and younger;
- Are eligible for Medi-Cal;
- Are enrolled in the school's special education program;
- Have a disability or chronic medical condition;
- Have an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) that prescribes the needed services;
- Meet eligibility requirements for special education described in the Individuals with Disabilities Education Act (IDEA).

Services covered by Medi-Cal include:

• Audiology Services • Health & Mental Health Evaluations • Education Assessments • Medical Transportation Services • Nursing Services • Occupational Therapy (OT) Services	• Physical Therapy (PT) Services • Psychology & Counseling Services • School Health Aide Services • Speech Therapy (SLP) Services • Targeted Case Management

CGM believes that all students deserve the opportunity to reach their full potential. We partner with schools to secure Medicaid and insurance funds so that every student with special needs has the resources they need to succeed.

CGM's Team of Experts Will:

• Handle *Your* Entire Billing Operation • Increase *Your* Bottom Line	• Ensure *Your* School Stays Medicaid Compliant • Work Closely with *You* to Meet *Your* Objectives

CONTACT OUR TEAM

Jim Frost
Cell: *949.345.9078*
E-Mail: *James.Frost@CGM.com*

Kathryn Hunter
Cell: *949.308.5836*
E-Mail: *Kathryn.Hunter@CGM.com*

3838 N. Central Ave
Suite 1600
Phoenix, AZ 85012

CGM CompuGroup Medical

This Software License and Services Agreement ("Agreement")

is entered into by and between:

CompuGroup Medical Inc. ("CGM")
with its headquarters located at
3838 N. Central Ave., Ste. 1600
Phoenix, AZ 85012

and

("You") Teach Public Schools
Client Number: 11851730
1846 West Imperial Highway
Los Angeles, CA 90047

Contact Name: Matt Brown
Phone: 323.251.7719
Fax:
Email: mbrown@teachps.org

Employee Responsible: Kathryn Hunter
Phone: 949.308.5836
Fax:
Email: kathryn.hunter@cgm.com

Quote Number/Order Number: 350776379

Throughout this Agreement, You and CGM may be referred to as "the Parties" or each as "a Party".

This Agreement, the Terms and Conditions (www.cgmus.com/full-s) and the Business Associate Agreement (www.cgmus.com/ex-d) comprise the entire agreement between the Parties:

This Agreement, when signed by You, supersedes and replaces any other materials provided by either Party to the other Party (including any proposal of which this Agreement is a part).

☐ By initialing the box to the left, You acknowledge that You have read and agree to the all of the terms and conditions and are authorized to do so.

☐ By initialing the box to the left, You acknowledge that You have read and agree to the terms and conditions of the Business Associate Agreement and are authorized to do so. If you attach a separate Business Associate Agreement, please enter "N/A" in the box to the left.

The **Effective Date** of this Agreement is _____ (if no date is entered, then the Effective Date of this Agreement is the date You sign this Agreement below).

CGM

Signature: _____

Printed Name: _____

Title: _____

Date:_____

Teach Public Schools

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The offer is valid until: 2019/06/25

Exhibit A: PRODUCTS AND SERVICES

For Services that are charged on a flat fee per-Provider-per-month basis with an aggregated monthly cap on the number of transactions, if the number of transactions for that Service in a particular month exceeds the aggregated cap for all Providers across all of your Facilities, then You will be charged on a per transaction basis for all transactions that exceed the aggregated monthly cap. All fees are exclusive of any state or local sales taxes.

INITIAL TERM OF AGREEMENT: The initial term of the Agreement starts on the Effective Date and ends forty-eight (48) months from the earliest Go Live date for any Program, Services, or EDI Services shown below.

Recurring Fees

Item #	Item	Description	Qty.	Unit Price	Net Price
50	**CGM RCM - MediEd Premium Package**	6% of monthly collections,includes: - MediEd/PM Provider Subscription - Software Maintenance & Hosting - Software Support (during Standard Business Hours) - EDI Claims, ERA and Electronic Eligibility – Unlimited - Claim creation and processing - Denial and rejection management - Appeals at all levels - Preventative claim edits - Clear visibility into End User A/R - WebCODER - AMA CPT code set (included) - Demographic data import - Credentialing: Provider & Payors - Includes 60 hours of professional services (Project Management, Technical Services and Training)	1.00	0.00	$0.00

Non-Recurring Fees

Item #	Item	Description	Qty.	Unit Price	Net Price
40	**CGM RCM - MediEd Premium Implementation**	CGM RCM MediEd Premium Implementation (per school/location); Includes 60 hours of professional services (Project Management, Technical Services and Training)	1.00	.	As outlined left.

Total Recurring Fees	As outlined above.
Total Non-Recurring Fees	$0.00

NOTES:

Coversheet

TEACH Public Schools Foundation

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: I. TEACH Public Schools Foundation
Purpose: Vote
Submitted by:
Related Material:
19 06 11 Board Resolution Authorizing the Creation of Supporting Organization (KR).doc

TEACH, INC.

RESOLUTION AUTHORIZING THE FORMATION OF A SUPPORTING ORGANIZATION

WHEREAS, Teach, Inc. is a California nonprofit public benefit corporation operating public charter schools, as authorized by California Education Code section 47604; and

WHEREAS, Teach, Inc desires to form a nonprofit public benefit corporation to serve as a supporting organization ("Supporting Organization") pursuant to section 509(a)(3) of the Internal Revenue Code, the purpose of which will be to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of Teach, Inc.; and

WHEREAS, for purposes of ensuring the Supporting Organization aligns its goals and objectives with the educational mission and goals of Teach, Inc, it will be required that the authority to appoint and remove all of the Supporting Organization's directors shall be vested in the Teach, Inc Board of Directors.

THEREFORE, IT IS RESOLVED that Board of Directors authorizes the formation of a nonprofit public benefit corporation to serve as a Supporting Organization to Teach, Inc., to support the goals and objectives of the Teach, Inc.

PASSED AND ADOPTED by the Board of Directors at a special/regular meeting held on _____, _____, 2019, by the following vote:

Ayes: [INSERT NAMES]

Nos: [INSERT NAMES]

Abstentions: [INSERT NAMES]

_____ _____

[INSERT NAME] President Date

* * * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of Teach, Inc, a California nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board at a special/regular meeting held on _____, 2019.

_____
[NAME], Secretary

Coversheet

TEACH Academy of Technologies Renewal Letter of Intent & Resolution

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: J. TEACH Academy of Technologies Renewal Letter of Intent & Resolution
Purpose: Vote
Submitted by:
Related Material: Board Resolution TEACH Academy Renewal Resolution.pdf

GOVERNING BOARD RESOLUTION
Of
TEACH INCORPORATED DBA TEACH PUBLIC SCHOOLS

Resolution from Board of Directors of TEACH INCORPORATED authorizing the submission of the *TEACH Academy of Technologies Renewal Petition for a Five-Year Term (July 1, 2020-June 30, 2025)* ("Charter Petition") to the Los Angeles Unified School District Board of Education.

NOW THEREFORE, IT IS RESOLVED that the Board of Directors authorizes the filing of the Renewal Charter Petition with the Los Angeles Unified School District, and that the following individuals are authorized to take all steps necessary pursuant to their roles to seek the approval of the Charter Petition:

Mildred S. Cunningham, Executive Director and Dr. Raul Carranza, Superintendent will serve as "Lead Petitioners," and are hereby authorized to sign the Charter Petition and to take all steps necessary for approval of same.

Mildred S. Cunningham is the "Executive Director"

Dr. Raul Carranza, Superintendent is the "Instructional Leader."

Matthew Brown, Chief Operating Officer & Chief Financial Officer is the "Onsite Financial Manager."

Resolved on ***June 12, 2019*** by the following vote:

	[vote]
Lori Butler	
Sonali Tucker	
Kelvin Piazza	
James Lobdell	
Luz Castillo	
Spencer Burrows	

Aye:
Nay:
Abstention:

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary for the Board of Directors of TEACH INC., a California nonprofit public benefit corporation. I hereby certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Board of Directors on June 12, 2019, and that this resolution has not been revoked.

_____
Sonali Tucker
Board Secretary

Coversheet

Austin Dragon Board Member Application

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: K. Austin Dragon Board Member Application
Purpose: Vote
Submitted by:
Related Material: Austin Dragon Board Application .pdf
Profile.pdf

Board Member Recruitment and Appointment Policy

The Board of Directors of TEACH Public Schools recognizes that a key element of a high-quality board is high-quality directors. This policy is designed to achieve this end.

The number of directors shall be five, seven, or nine, at the discretion of the Board. The term of each director shall be two (2) years. Terms shall be staggered so that not all directors' terms expire in a single year.

As each director's term expires, the Board and administration will endeavor to provide at least two nominees for the expired position, one of which may be the director whose term is expiring. Current board members and school administration will nominate new Board candidates. Each candidate will complete the attached application form.

The Board will complete a Capability Matrix and use it to identify gaps in current Board capabilities. The Board will consider candidates' capacities to fill in these gaps when it deliberates on whom to select.

Appointment of a new director to the Board or reappointment of an existing director will be determined by a simple majority vote of the directors whose terms are not expiring. Expansion of the Board to add more directors may be approved by a simple majority of the existing Board, so long as no change contradicts any provision of the charters that created the schools operated by TEACH Public Schools.

For additional information about our schools, please visit our website at www.teachpublicschools.org or contact TEACH Public Schools at 323-872-0808.

Board Candidate Application

Please complete the following questionnaire for consideration to be nominated as a member of the TEACH Public Schools Board of Directors. ***Please attach a copy of your current resume, biography, curriculum vitae, or similar document.***

"TEACH Public Schools seeks to establish state-of-the art community schools in South Los Angeles that will equip students with skills and habits of mind needed to compete in the 21st century. It will reach students of all backgrounds by teaching the whole child which includes the social, physical, emotional, moral, ethical, and intellectual needs of students so that upon graduation, the knowledge and the experiences acquired at this school site can be effectively applied to their daily lives."

1. As a Board member, how will you help achieve the schools' mission and vision?

I've been involved in the ed reform movement ever since I ran for LA School Board back in 1999 and ended up working for the then board president. How best help TEACH Public Schools achieve its ongoing mission to create a high quality, innovative teaching and learning environment focused on literacy and integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students? By utilizing my two decades of Fortune 100 corporate experience to help the address challenges and obstacles to the organization meeting its missions and objectives. As a board member, my question is always: how can I best be of service?

2. What specific strengths, skills or capabilities will you bring to this position?

Twenty years as a Fortune 100 corporate recruiter at all levels and diverse industries, trainer, speaker, and published author. Current board members of the inner-city after-school academy, Strive, serving the Watts community.

For additional information about our schools, please visit our website at www.teachpublicschools.org or contact TEACH Public Schools at 323-872-0808.

Decades long involvement and activism in the education reform movement. LAUSD Board candidate (1999), Chief Deputy to LAUSD Board President (2000)

3. Why are you interested in being a board member?

   With the "forces of darkness" poised to limit the education choices of inner-city parents and children (ie. "moratorium" on new charter schools in the state) rather than expanding them or addressing failing traditional schools, I want to get back in the fight.

4. Please list two (2) references (name and email/phone) we may contact regarding your capacity to serve on the Board.

Jim Tetreau

Don Anderson

Strive

9124 S Main St, Los Angeles, CA 90003

Phone: (323) 779-1064

Jim@strive-la.org

Don@Strive-la.org

Contact

adragon2001@hotmail.com

www.linkedin.com/in/austindragon (LinkedIn)

Top Skills

Talent Acquisition
Onboarding
Employee Relations

Austin Dragon

Cares about Jobs & Careers, Tech, Education Reform, and Youth.
Greater Los Angeles Area

Summary

Austin Dragon has been a Fortune 100 corporate recruiter and manager in such diverse industries as healthcare, banking & finance, IT, manufacturing, sales & marketing, and HR for nearly 25 years. A native New Yorker, Mr. Dragon also served in the U.S. Army and received a degree from the L'universite Sorbonne in Paris, France. Politically, he sought election to the Los Angeles Board of Education in 1999 and served as the Chief Deputy to the President of the Los Angeles Unified School District (1999-2000). For the last 15 years, he has served on the board of Strive, a mini campus for inner city children in Watts offering after-school academic programs, tutoring, computer workshops and arts. He currently is the Founder and CEO of the education nonprofit E4, Inc.

Experience

E4, Inc.
Founder
January 2019 - Present
Greater Los Angeles Area

We are a 501(c)3 education nonprofit organization providing education support services to the students and parents of inner-city school communities of Los Angeles.

DCS, Inc.
Principal
September 2016 - Present
Los Angeles, CA

Dragon Consulting Services (DCS), Inc. Recruiting, human resources, career counseling, focus groups, and public speaking.

KARL STORZ Endoscopy-America, Inc.
Senior Recruiter
April 2018 - January 2019 (10 months)
El Segundo, CA

KARL STORZ Endoscopy-America, Inc., is an affiliate of KARL STORZ SE & Co. KG, an international leader for more than 70 years in reusable endoscope technology, encompassing all endoscopic specialties.

Founded in 1971 as the gateway to the United States, KARL STORZ Endoscopy- America, Inc. (KSEA) is responsible for all U.S. distribution of endoscopes, instruments, imaging systems and electromechanical devices. Headquartered in El Segundo, California.
Our range of endoscopic instruments for human medicine, and industrial endoscopy now included more than 15,000 products.The most recent KARL STORZ developments are in digital documentation systems and comprehensive operating room concepts. As a system supplier, the company combines its expertise in endoscopy with software solutions to achieve integration in the operating room and to support clinical process and resource management.

City National Bank
Vice President, Recruitment
August 2015 - 2016 (1 year 5 months)
Greater Los Angeles Area

City National is the premiere private and business bank, with 75 offices, including 16 full-service regional centers, in Southern California, the San Francisco Bay Area, Nevada, New York City, Nashville and Atlanta. Over 60 years in business, its 3,600 colleagues deliver highly personal service and complete financial solutions--a full complement of banking, trust and investment services--to entrepreneurs, professionals, their businesses and their families. With over $33 billion in assets, it's among the nation's top 25 banks.

UnitedHealth Group
Senior Clinical Recruiter
September 2013 - 2014 (1 year 4 months)

UnitedHealth Group is the most diversified health care company in the United States and a leader worldwide in helping people live healthier lives and helping to make the health system work better for everyone.

- Named World’s Most Admired Company in the Insurance and Managed Care sector, 2010, 2011, 2012, by Fortune
- Serving more than 85 million individuals worldwide with health benefits and services

- Operations in all 50 states in the United States and 20 other countries worldwide, with 125K employees
- 2012 revenues of $110.6 billion
- Fortune 500 ranking: No. 17

We are committed to introducing innovative approaches, products and services that can improve personal health and promote healthier populations in local communities. Our core capabilities in clinical care resources, information and technology uniquely enable us to meet the evolving needs of a changing health care environment as millions more Americans enter a structured system of health benefits and we help build a stronger, higher quality health system that is sustainable for the long term.

Molina Healthcare
Supervisor, Recruitment
2009 - 2013 (5 years)
Long Beach, CA

Molina Healthcare was founded in 1980. Now, a FORTUNE 500 and publicly traded company, is a leader in providing quality healthcare for financially vulnerable individuals and families. Currently, Molina Healthcare arranges for the delivery of healthcare services or offers health information management solutions for over 4 million individuals and families who receive their care through Medicaid, Medicare and other government funded programs.

Molina Healthcare is now represented in nearly 30 states and territories, and is continuing its rapid growth!

American Red Cross
Southern California Regional Recruiter
2000 - 2004 (5 years)

Kinecta Federal Credit Union
Corporate Recruiter
1997 - 1999 (3 years)

Education

Université Sorbonne Nouvelle
· (1991)

Coversheet

TEACH Prep Facility Update- 8505 S. Western Ave.

Section:	IV. Facilities Report
Item:	A. TEACH Prep Facility Update- 8505 S. Western Ave.
Purpose:	FYI
Submitted by:	
Related Material:	TEACH 3 Budget (8505 Western)_05.20.19.pdf Teach Prep- construction estimate (2019-05-17).pdf

	CONTROL DATA	CONTROL DATA
Construction:	**Tenant Improvement**	**Tenant Improvement**
Site area:	**0**	**0**
Classroom area:	**0**	**0**
Classroom size:	**13 @ 500 SF**	**13 @ 500 SF**
Gym area:	**0**	**0**
Renovation area	**11,465**	**11,465**
New Construction:	**0**	**0**
Students:	**359**	**359**

Exported on 05/20/2019 12:00:00 AM

TEACH PUBLIC SCHOOLS

8505 S. Western Ave.
Los Angeles, CA. 90047

		Budget A - 5.17.19	Budget B - 5.9.19	Assumptions
	Acquisition			
1000	Raw Land			
1001	Property			
1002	Escrow Closing Costs			
1003	Other Acquisition Costs			
	Acquisition Total	-	-	
	Hard Costs			
2000	New Construction	379,059.36	402,206.87	Latest bid from Satoh Brothers, dated 5/17/19.
2100	Sitework	70,000.00	70,000.00	Includes Baja carport, signage, privacy panels at perimeter fence. Allowance only.
2200	Offsite	16,700.00	16,700.00	Sidewalk and driveway, curb and gutter
2300	Utilities Installation			
2400	Environmental Remediation			
2500	Furniture, Fixture and Equipment	75,000.00	75,000.00	Allowance only (includes equipment, low voltage, wiring)
2600	Payment and Performance Bond			
2700	Other Hard Costs	7,000.00	7,000.00	Add alternate for rolling gate
2710	Other Hard Costs		17,043.00	Add alternate for polished concrete floors
2720	Other Hard Costs	18,965.00	18,965.00	Add alternate for interior paint
2730	Other Hard Costs			Add alternate for acoustical ceiling tiles
2740	Other Hard Costs			Add alternate for enlarged footings at perimeter fencing
2750	Other Hard Costs	(6,000.00)	(60,000.00)	Potential cost savings (windows, roll up door, gen. regq., polished floors)
	Hard Cost Total	**560,724.36**	**546,914.87**	
	Soft Costs			
3000	DD: Appraisal			
3010	DD: ALTA	5,200.00	5,200.00	Actual cost
3020	DD: Property Condition Report	2,800.00	2,800.00	Actual cost
3030	DD: Seismic Study			
3040	DD Other:			
3100	Legal			
3200	Architecture & Engineering	60,200.00	60,200.00	Includes $37,000 plus $3,200 design change order for additonal storage.
3400	Zoning: Land Use Consultant			
3410	Zoning: Political Consultant	5,000.00	5,000.00	
3420	Zoning: Planning Approval (CUP)			
3430	Zoning: Expedited			
3440	Zoning: Outreach and Notification			
3450	Zoning: Other			
3500	Environmental: CEQA Consultant			
3510	Environmental: Air Quality Study			
3520	Environmental: Geohazard Report			
3530	Environmental: Health Risk Assessment			
3540	Environmental: Lead & Abestos Report	3,572.00	3,572.00	Actual cost
3550	Environmental: Noise Study			
3560	Environmental: Environmental Phase I Assessment	3,000.00	3,000.00	Actual cost
3565	Environmental: Environmental Phase II Assessment	11,079.20	11,079.20	Actual cost
3570	Environmental: Traffic Study			
3580	Environmental: Soils/Geotechnical Report			
3590	Environmental: Other			
3600	Green Commissioning Agent			
3700	LEEDS/CHPS Consultant			
3800	State Fees: Plan Check (DSA)			
3810	State Fees: Permits			
3820	State Fees: DTSC			
3830	State Fees: CGS			
3840	State Fees: Labor Compliance Monitoring (e.g. DIR)			
3850	State Fees: Other			
3900	Local Fees: Plan Check (e.g. LADBS)	2,485.94	2,485.94	Actual cost
3910	Local Fees: Permits	7,000.00	7,000.00	Allowance only
3920	Local Fees: Offsite Permits (e.g. "B" Permit)			
3930	Local Fees: Bonds			
3940	Local Fees: Covenants			
3950	Local Fees: Other			
4000	State Inspection			
4010	Special Inspections (Deputy, Geotech Observation, Testing Labs, etc.)	5,000.00	5,000.00	Allowance only
5000	Other: Insurance	10,017.00	10,017.00	Actual cost
5010	Other: Site Security (pre-occupancy)			
5020	Other: Real Property Taxes (pre-occupancy)			
5030	Other: Utilities (pre-occupancy)	5,000.00	5,000.00	Allowance only
5040	Other: Reimburseables (Printing, Delivery, Mileage, etc.)	5,000.00	5,000.00	Allowance only
5050	Other Soft Costs	7,000.00	7,000.00	Termite fumigation
	Soft Costs Total	**132,354.14**	**132,354.14**	
	Management			
6000	Development Fee	35,714.29	35,714.29	5% of HC + SC + Contingencies
	Management Total	35,714.29	35,714.29	
	Loan Costs			
7000	Capitalized Interest			
7010	Closing Costs			
7020	Lender Legal			
7030	Origination Fee			
7040	Inspector			
7050	Other Financing Costs			
	Loan Costs Total	-	-	
	Contingencies			
8000	Hard Cost Contingency	21,207.21	35,016.70	Hard Costs
8010	Soft Cost Contingency	-	-	Soft Costs
	Contingency Total	21,207.21	35,016.70	
	Grand Total	**750,000.00**	**750,000.00**	

Satoh Brothers International Inc.
design + construction + development

Contractor's License #: B743636

CONSTRUCTION PROPOSAL

To: Red Hook Capital
Attention: Mr. Hugo Garcia
Address: 2120 E. Grand Ave., Suite 135
El Segundo, CA 90245
Project #: TBD

Tel: (310)768-2700
Date 5/17/19
Valid Through: 5/24/19

Prepared By: Andrew Satoh

We are pleased to offer the following budgetary construction estimate for the renovation of the Teach Academy space at 8505 Western Ave., Los Angeles, CA 90047
The basic breakdown is provided herein. Please refer to the following pages for further clarifications by code.

00	GENERAL REQUIREMENTS	38,227.60
02	EXISTING CONDITONS	4,750.00
03	CONCRETE	27,680.00
04	MASONRY	4,950.00
05	METALS	44,371.80
06	WOOD, PLASTICS & COMPOSITES	1,320.00
07	THERMAL PROTECTION	5,015.00
08	OPENINGS	68,238.50
09	FINISHES	38,846.50
10	SPECIALTIES	9,147.91
12	FURNISHINGS	14,835.91
21	FIRE SUPRESSION	6,588.00
22	PLUMBING	24,702.70
23	HEATING VENTILATING & AIR CONDITIONING	8,250.00
26	ELECTRICAL	33,330.00
28	FIRE & LIFE SAFETY	5,250.00
30	EXTERIOR IMPROVEMENTS	5,376.80
	Subtotal: $	340,880.72
	Liability Insurance: $	4,090.57
	Contractor's fee: $	34,088.07
	Grand Total: $	379,059.36

SBI

0070	GENERAL CONDITIONS

* Project management
* Site supervision (full time)
* Trash containers
* Final cleaning
* Temporary fencing
* Temporary toilets
* General administration

Notes:
* Owner provides electrical power usage for contractor use at no cost
* Owner provides water to contractor at no cost from existing building meter

Exclusions:
1) Asbestos survey and removal
2) Security guard
3) Fire-caulking of existing rated wall or floor penetrations
4) Off-hour work

Total	$	38,227.60

024	DEMOLITION

* Demolition scope
  - (14) interior window openings in existing walls
  - (3) interior door openings
  - (1) overhead window opening
  - Demo TBAR ceiling at restrooms
  - Demo doors for reuse
  - Demo hard lid and TBAR at room A7 and A8 (save tiles for reuse)
  - Demo of exterior signage box on 85th St
    + Assumes that there is existing stucco behind the signage box

Exclusions
1) Demo of phone box
2) Demo or relocation of existing container offices in rear parking lot

Total	$	4,750.00

030	CONCRETE		

* Plumbing trench to (2) new restrooms and hand sink
  - Fill and compact dirt after plumbing rough-in
  - Drill and epoxy rebar
  - Install concrete
* (2) trenches for new underground electrical lines to (2) new gate motors
  - Note: patching cost is included in paving cost

ADD ALTERNATE

1) Enlarge footings at perimeter fence along Western Ave. to accommodate new perforated metal screen panels. The size of the existing footings for the fence posts is currently unknown. Larger footings may be necessary due to the increased wind load exerting pressure on the fence	ADD:	$	17,850.00

Total	$	8,925.00

034	CONCRETE FINISHING		

* Floor finishing of existing concrete floors
  - Grind and seal
    + Mechanically grind floor with metal diamonds to level
    + Seal with Ashford formula
    + Includes $2,250 allowance for spall repair and cracking chasing of trip hazards only
    + Note: floor will still have scratches and other existing imperfections that will be visible

ADD ALTERNATE

1) Polished concrete floor in lieu of just sealant - Mechanically grind floor with metals to expose salt-and-pepper aggregate - Seal concrete - Mechanically polish and hone floor to a level 2 finish - Apply sealant and perform high speed burnish	ADD:	$	17,043.00

Total	$	18,755.00

040	MASONRY		

* Furnish and install masonry for new entry way off of 85th St.
  - Drill and epoxy #4 vertical dowels @ 16" O/C
  - Drill and epoxy #4 horizontal dowels @ 24" O/C
  - Epoxy with set XP Epoxy at top and bottom
  - Construct CMU block in-fill per detail 3 of S2.1
  - Place Solid grout per detail 3 of S2.1

Total	$	4,950.00

051	METALS

* Scope as follows
  - Iron fence and Gate on 85th Street side
    + Demolish existing 6'H fence
    + Fabricate and install new 8'H W.I fencing (total 40'-2")
      - (6) posts with new concrete footings
  - Perforated metal screen for the existing gate on Western (20 gauge, 3/16 round, 1/4" staggered 51% open) for the existing gate
    + 20 gauge, 3/16 round, 1/4" staggered 51% of panel to be open area
  - Install new gate motor
    + Locations: (1) on 85th St gate, (1) on Western Ave gate
    + Spec: Liftmaster Elite SL 3000
    + Install conduit from floor surface to the motor
    + Programming
    + Concrete pad for base
    + Liftmaster LMTBU Monitored through Beam photo eye ceil
    + Safety loop
    + Entry access control key pad system
  - Fabricate and install new 8' (H) x 3'-0" (W) pedestrian gate on 85th St
    + Cal-royal entry lever trim
    + Cal-royal CR900PBFSeries Door closure Aluminum finish ball bearing hinges/steel kick plate Ramco panic fire rated 36" wide alum.
  - Iron fence and Gate on Western Ave side
    + Add new perforated metal panels to existing wrought iron fencing along Western Ave
      - Perforated panels to consist of 20 GA metal with 1/4" staggered, 51% open
      - Perforated panels to have two coat of primer and two coat of finish black paint
      - Perforated panels to also be installed on sliding vehicle gates
  - Structural reinforcement for over head roll up door opening
    + Bent plate around new opening
    + Furnish and install thread rod and epoxy per section #2 of S2.1
  - Handrails at entry way ramp
    + Fabricate and install hand railing (30'-0" LF)

Note:
1) Add $7,000 for fabricating and installing new 8'H x 20'-0" wide W.I Slide Gate including the following items.
   + Gate hardware (track, rollers, U post)
   + coring and post footings

Total	$	44,371.80

061	ROUGH CARPENTRY

* Furnish and install the following items
  - Wood sleepers on roof to support new rooftop HVAC condensing unit
    + Spec: (2) 4"x4"x 3'-0"
    + Includes 4x6 wood blocking under roof in order to anchor wood sleepers

Total	$	1,320.00

070	ROOFING		

Roof patch
- (2) Roof patches for plumbing vent pipes
- (2) Roof patches for exhaust vent
- (2) Roof patches for wood sleepers for HVAC condensing unit
- (1) Roof patch for electrical conduit for new condensing unit

Total	$	3,795.00

072	THERMAL PROTECTION		

* Insulation for acoustical purposes at new walls as follows:
  - New walls at kinder restrooms and new office room A34

Total	$	1,220.00

081	DOORS & DOOR FRAMES		

* New doors as follows:
  - (6) new 20 min fire rated doors and door frame
    + Locations: DRs: 5-2, 12, 15, 26, 33, 34
    + Spec: 3' x 7', solid-core, hardboard door
    + Hinge, Lock, Door Closer, Seal, and Door stop
  - (3) re-installed doors and frames
    + Locations: DRs: 7, 8, 28
    + Supply new lock, seal, stop
  - (1) new 20 min fire rated doors and door frame
    + Locations: DRs: 25
    + Spec: 3' x 7', hollow metal door and frame
    + Includes VLF measuring 6" x 36" with rated wire glass
    + Hinge, panic, closer, seal, threshold, sweep, stop
  - (1) new doors and door frame
    + Locations: DRs: 3, 5-1
    + Spec: 3' x 7', solid-core, hardboard door
    + Hinge, Lock, door stop

Total	$	17,177.60

088	WINDOWS		

* Furnish and install new interior windows
  - Quantity: 14
  - Dimensions: 3' x 5'
  - Spec: 5/16 Keralite laminated with 45 min fire rating and fire rated Lami-safety glass ceramic
  - Frame: 16 GA Hollow metal, 45-min fire rated

Total	$	39,146.80

089	GLAZING		

* Furnish and install pair of aluminum frame doors at new lobby entrance
  - Panic push bar
  - Concealed door closer
* Furnish and install storefront frame and glass between Office A34 & Exterior Entrance Vestibule A2

Total	$	11,914.10

092	METAL STUDS & GYPSUM BOARD		

* Furnish and install the following items
  - Walls
    + New wall between Corridor A25 & Hallway A26
    + Infill of door openings
    + New rooms A3 (server room), A34 (office)
    + 42" high low-wall at room A1 (waiting area)
    + New wall between rooms A7 (kinder toilet 1) and A8 (kinder toilet 2)
  - Frame and drywall:
    + (4) new door openings (3' x 7')
    + (1) new overhead window opening (5'-0" X 3'-6") at room A6 (admin)
  - (2) new hard lid ceilings for Kinder restrooms
  - Frame and finish (14) openings for interior windows
  - Backing and patching for (3) wall-mounted drinking fountains
  - Patching at demo'd areas

Total	$	21,670.00

093	TILE		

Not in the scope of work

Total	$	-

095	CEILINGS		

* Furnish and install new T-BAR ceiling for rooms A34 (office) and A33 (storage)
  - Grid: 15/16" Prelude XL (Substitution)
  - Tiles: Certain Teed Fine Fissure HNR 2'X4' tile

ADD ALTERNATE:

1) Replace all existing ceiling tile with new - Spec of new tile: CertainTeed Fine Fissure HNR 2x4 - Excludes any modifications or repairs to existing ceiling grid	ADD:	$	16,240.00

Total	$	2,552.00

097	FRP		

* Furnish and install FRP on walls of:
  - Room A7 (Kinder Toilet 1)
  - Room A8 (Kinder Toilet 2)
  - Low wall at lobby waiting area (only on level side)
  - Around drinking fountains

Total	$	5,280.00

099	PAINT		

* Paint scope of work as follows
  - New walls
  - Walls patched after demo
  - New drywall ceilings at Kinder restrooms
  - New doors (to match color of existing painted doors)
  - New plaster wall and ceiling at room A2 (exterior entrance vestibule)
    + per detail 1 and 2 of A211
  - Exterior walls at North, East, and West elevations per detail 1, 3, and 4 of A201

ADD ALTERNATES

1) Paint all interior walls and ceiling + 1 coat primer + 2 coats paint	**ADD**	$18,965.00

Exclusions
1) Excludes skim coating and sanding of textured areas
   - Note that existing wall finish is not very good, there are lots of blemishes and it looks like the existing walls were not primed before being painted
2) Base cost excludes painting of existing interior walls

Total	$	9,344.50

101	SIGNAGE

* Furnish and install the following items
  - (2) Unisex (boys and girls) sign with braille (square type) (ADA) Size: 8"H x 8"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille,
  - (1) Unisex (adult) sign with braille (square type) (ADA) Size: 8"H x 8"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille
  - (3) TITLE 24 UNISEX RESTROOM DOOR SIGNS (CIRCLE/TRIANGLE)
    Size: 12x12, Material: 1/4" Acrylic
  - (2) Entrance accessible sign (ADA) Size: 8"H x 8"W,
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille
  - (3) access direction sign with RAMP (ADA) Size: 8"H x 8"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille
  - (1) U turn arrow direction sing with RAMP (ADA) Size: 8"H x 8"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille
  - (5) EXIT ROUTE with braille and arrow (ADA) Size: 6"H x 6"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille
  - (15) EXIT ROUTE with braille(ADA) Size: 6"H x 6"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille
  - (3) EXIT with braille (ADA) Size: 6"H x 6"W
    Material: 1/8" Non-Glare Acrylic with Raised Text and Braille

Total	$	3,366.00

102	TOILET ACCESSORIES		

* Supply and install toilet accessories as follows:
  - (2) paper towel dispenser (surface mount)
  - (2) toilet tissue dispenser (recessed)
  - (3) Soap dispensers (surface mount)
  - (2) sets of grab rails
  - (8) mirrors
  - (6) hand dryers

Total	$	5,781.91

120	OVERHEAD DOOR		

* Furnish and install (1) new 7'-6" x 11'-9" Cookson manual rollup door at exterior entry way
  - 22 gauge CP020 flat slat curtain
  - 3-piece structural steel guides
  - 20 PSF wind load warrant
  - 50,000 cycle springs
  - Motor mount bracket
  - Double steel angle foot piece
  - Gray in color
* Furnish and install (1) new 5' x 3'-6" Cookson manual Fire counter door at admin room countertop
  - 24 ga galvanized hood
  - 22 gauge gauge flat slat curtain
  - Aluminum box shaped guides
  - Push/Pull operation
  - Fire fly release device multi voltage and battery pack
  - Labeled counter top H shaped
  - 10,000 cycle spring

Total	$	14,835.91

210	FIRE PROTECTION		

* Furnish and install new fire sprinkler heads for the following rooms
  - New office A26
  - New storage room
  - New kinder restrooms
  - New server room
  - New entrance
* Relocate existing fire sprinkler heads for the administration room and principal room
* Design and engineering plan to submit City and pull the permit

Total		$	6,588.00

220	PLUMBING		

* Plumbing scope of work as follows:
  - (2) new restrooms
    + Toilets: one per restroom
      - Spec: American Standard, floor mount, with flush valve
    + LAV: one per restroom
      - Spec: Kohler, wall mount, includes faucet
    + Rough-in plumbing
      - Water line
      - Sewer line
        + Includes saw-cutting of concrete, demo, and removal to dumpster
      - Vent line
    + Supply new insta-hot water heaters
    + Includes (2) new floor drains (one in each restroom)
  - Install new drinking fountain and new kinder dirking fountain

Total		$	24,702.70

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230	HEATING VENTILATION & AIR CONDITIONING

* HVAC scope as follows:
- (1) 1-ton ductless wall mounted mini split system for room A3 (server room)
  + Spec: SAMSUNG: AR12KSFPDWQCV - Indoor Fan Coil Unit
    AR12KSFPDWQNCV - Outdoor Condensing Unit
    12,000 BTU, Single Zone Ductless A/C - Single Phase, 120V.
  + Provide indoor fan coil mounting and support.
  + Provide outdoor condensing unit mounting and support.
  + Provide refrigeration copper line connection with insulation.
  + Provide A/C condensate drain line connection with condensate pump.
  + Provide wired T-stat and control wiring connection.
- Supply and install (2) new exhaust fans (one per new restroom)
- Provide one time start up and testing.
- Air balance test

Total	$	8,250.00

260	ELECTRICAL

* Electrical scope as follows:
- Furnish and install 100Amp 120V/240V Sub panel in electrical room, with new conduit and main wiring from distribution panel.
- **Server room:** furnish and install QTY 4 dedicated circuit and plugs, QTY 1 FC UNIT dedicated circuit. QTY, 2 reassess light fixture with occupancy switch control switch.
- **AC UNIT:** Provide and install dedicated 120V 20Amp circuit for CU A/C unit on roof with disconnect switch.
- **New bathrooms:** Provide and install new conduit and wiring for 2 new bathrooms, includes QTY 2 dedicated circuit for 2 hand dryers. QTY 4 reassess LED fixtures for both bathrooms.
- **Existing bathrooms:** Provide and install QTY 4 dedicated circuit for QTY 4 hand dryer.
- **Library:** dedicated plug 20Amp circuit for copy machine.
- **Copier room:** Dedicated circuit for Fire Alarm 120V 20Amp, dedicated 20Amp circuit for office plugs.
- **GATE:** Provide Underground conduit and wiring for QTY 2 GATE motor locations 220V 20Amp each location
- **Parking Lights:** Replace existing lights QTY 3 to new LED flood lights per plan.
- **Lobby Area:** Remove QTY 2 recessed light fixtures, install new emergency light, New Exit / Emergency light in designated location.
- **Window Area:** due to new windows need to relocate QTY 10 plugs under window, reroute wiring for it.
- Lighting control test report

Total	$	33,330.00

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262	LOW VOLTAGE		
	* Not in scope of work		
	Total	$	-

285	FIRE ALARM SYSTEM		
	* Allowance to modify fire alarm system as follows: - Add (4) horn/strobe units - Add (2) coiling door connections - Relocate: + (6) horn strobes in existing rooms to be relocated for the new windows - Engineering and drawings for above scope		
	Total	$	5,250.00

321	PAVING		
	Paving work as follows: 1. Cleaning existing asphalt areas. 2. Blackout existing Handicap striping and crosshatch. 3. Apply one coat of slurry sealer on existing Handicap and crosshatch. 4. backfill existing trench totaling approx. 60 ln ft. 5. Apply tack coat to existing asphalt areas to be paved. 6. Apply tack coat to existing concrete edges. 7. Install 3 inches of asphalt to area totaling approx. 60 sq. ft. 8. Install 1.5-2 inches of asphalt to build up ADA Parking to meet ADA compliance to area totaling approx. 400 sq. ft. 9. Compact all new asphalt material with machine roller. 10. Restripe as per plan. Includes 1 entry sign and relocate existing.		
	Total	$	5,376.80

General exclusions:

1. City and Governmental Fee including permits and plan check fee unless otherwise noted.
2. Assessments and Utility Company's charge includes water, gas, electrical hook up fees.
3. Owner's Builder's Risk Insurance including earthquake, flood and the cost of all deductible.
4. Bonds.
5. Relocation or Moving cost of furniture.
6. Work on the existing shell.
7. Unforeseen items and Any work not listed in the above scope of work.
8. Conditional Use Permit Process or Special Engineering Services and Consultants fee unless otherwise noted.
9. Telephone, Data, Cabling and Fire alarm or Security System unless otherwise noted.
10. Blue prints, Messenger services, Overnight postages, and Any other printing costs.
11. Travel and Loading expenses as approved.
12. All reimbursable expenses are charged with a 10% handling fee.

Construction Sum

The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract in the Contract Sum of ($ 379,059.36), subject to additions and deductions.

Payment

1. Down Payment:

The Owner shall pay the Contractor in current funds for a down payment on long lead items

2. Progress Payment:

Progress invoices will be billed thereafter on a monthly basis based upon project construction progress

We agree to furnish all materials and labor to complete the scope of work in a substantial and workmanlike manner. The price is subject to increase based on the cost and availability as of the date.
All payments are due on terms of net 15 days from the issued date of the invoice unless other agreements have been made.
IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed in duplicate by their duty.

Approval: _____ Date: _____
Client/ Owner



Coversheet

TEACH Academy of Technologies

Section: V. School Site Reports
Item: A. TEACH Academy of Technologies
Purpose: FYI
Submitted by:
Related Material: TCHACAD 5982 Ann Perf-Based Oversight Visit Report 2018-2019.pdf
TAT 19:20 Enrollment .pdf
CAASPP Preliminary Analysis 2018-2019_TAT 06-10-2019.pdf

LOS ANGELES UNIFIED SCHOOL DISTRICT
CHARTER SCHOOLS DIVISION

ANNUAL PERFORMANCE-BASED OVERSIGHT VISIT REPORT
2018-2019 SCHOOL YEAR
FOR

TEACH ACADEMY OF TECHNOLOGIES - 5982

LAUSD Vision
Every student will receive a quality education in a safe, caring environment, and will be college-prepared and career-ready.

CSD Mission
The LAUSD Charter Schools Division (CSD) fosters high quality educational opportunities and outcomes for students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

CSD Core Values
We believe that our success depends on:
- Making decisions that put the interests of students first.
- Serving with high expectations, integrity, professionalism, and commitment.
- Employing authentic, responsive, and effective leadership and teamwork.
- Continuously learning as a dynamic organization.
- Building and sustaining a healthy workplace culture where high performance, diversity, and creativity thrive.
- Developing productive relationships with our charter schools and all stakeholders.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

Charter School Name:	**TEACH Academy of Technology**			**Location Code:**	**5982**
Current Address:		**City:**	**ZIP Code:**	**Phone:**	**Fax:**
10045 S. Western Avenue		**Los Angeles**	**90047**	**(323) 872-0809**	
Current Term of Charter:			**LAUSD Board District:**	**LAUSD District:**	
July 1, 2015 to June 30, 2020			**1**	**West**	
Number of Students Currently Enrolled:	**Enrollment Capacity Per Charter:**		**Grades Currently Served:**	**Grades To Be Served Per Charter:**	
423	**400**		**5-8**	**400**	
Total Number of Staff Members:	**45**	**Certificated:**	**20**	**Classified:**	**25**
Charter School's Leadership Team Members:	**Greg Perez, Principal; Dr. Raul Carranza, Superintendent of Schools**				
Charter School's Contact for Special Education:	Greg Perez, Principal; Arleta Cruel, Assistant Principal				
CSD Assigned Administrator:	**Dr. Gina T. Hughes**		**CSD Fiscal Services Manager:**	**Allan Villamor**	
Other School/CSD Team Members:	**Jose Rodriguez, Specialist**				
Oversight Visit Date:	**November 6, 2018**		**Fiscal Review Date (if different):**	**TBD**	
Is school located on a District facility? If so, please indicate the applicable program (e.g. Prop 39, PSC, conversion, etc.):	**No**		**LAUSD Co-Location Campus (if applicable):**		
			DATE OF CO-LOCATION MEETING WITH OPERATIONS TEAM:		

SUMMARY OF RATINGS *(4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory*			
Governance	**Student Achievement and Educational Performance**	**Organizational Management, Programs, and Operations**	**Fiscal Operations**
3	**3**	**3**	**2**

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

CHARTER RENEWAL CRITERIA

In accordance with Education Code §§ 47605 and 47607, in order to renew a charter, the District must determine whether the charter school has met the statutory requirements. Pursuant to the requirements of SB 1290, the District "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." Ed. Code § 47607(a)(3)(A).

REPORT GUIDE

In conducting oversight as a charter school authorizer, the District places an emphasis on performance and compliance with applicable law, policy, and the approved charter, as well as on the lead fiduciary role of a charter school's governing board in the overall success of the school for students. Information gathered through oversight serves as part of the school's ongoing record of performance and provides important data for the CSD, LAUSD Superintendent, and ultimately the LAUSD Board of Education in making informed decisions about charter school authorization. In designing this document, the District has considered California charter school law, as well as the California State Board of Education's criteria for evaluating charter schools and the National Association of Charter School Authorizers' *Principles and Standards of Quality Authorizing*. This reporting tool provides guidelines and criteria used by the CSD to observe, record, assess, and reflect with the charter school on school performance as captured during the annual oversight visit process in these four categories:

Governance – demonstrating fulfillment of the governing board's fiduciary responsibility to effectively direct and provide oversight for the charter public school, including but not limited to enactment and monitoring of policies and procedures to ensure the school's full compliance with applicable law, policy, and the terms of the charter approved by the LAUSD Board of Education

Student Achievement and Educational Performance – demonstrating academic achievement and growth for all students

Organizational Management, Programs, and Operations – demonstrating effective leadership and implementation of the governing board's policies and procedures, as well as the school's educational program and systems and procedures for the day-to-day operations of the school

Fiscal Operations – demonstrating sound fiscal management, appropriate use of public funds, and compliance with regulatory requirements

This report, including the ratings in each category, is based on information and evidence gathered at the time of the annual oversight visit. The CSD considers evidence provided through CSD staff observations, document review, interviews, and discussion with school representatives and stakeholders. All charter schools are expected to prepare for the visit and have available, as applicable, all documentation requested in the *Annual Performance Based Oversight Visit Preparation Guide 2017-2018.* The "Sources of Evidence" sections below identify key information sources generally relevant to their respective indicators; these lists are not exhaustive, however, and some items may not be applicable to the grades served. Schools may present additional evidence as deemed relevant and appropriate. As needed, CSD staff also may request additional information and/or documentation prior to, during, and/or following the visit.

The tool employs the following four-point rubric to rate the school's performance in each category: *(4) Accomplished, (3) Proficient, (2) Developing, and (1) Unsatisfactory*. In addition, the *Summary of School Performance* section in each category captures key findings under one or more of the following headings: (1) Areas of Demonstrated Strength and/or Progress (Note: potential "promising practices" are identified within this section with an asterisk [*]); (2) Areas Noted for Further Growth and/or Improvement; and, if applicable, (3) Corrective Action Required. Under "Corrective Action Required," the CSD reports findings of material noncompliance with applicable law, LAUSD charter policy, or the school's approved charter. If the report includes any findings under "Corrective Action Required," the charter school must take immediate and appropriate steps to remedy the identified concern. In accordance with its "tiered intervention" approach to charter school non-compliance and poor performance, the CSD may also send the school appropriate notices, separate and apart from this report, to provide and document time-specific follow-up as necessary. At the other end of the spectrum of performance, any school that earns a rating of *Accomplished* in any category is encouraged to submit to the CSD a summary of those "promising practices" that the school believes have contributed to its success, in order to support the CSD's ongoing efforts to promote and facilitate reciprocal sharing of promising practices among education leaders from across the entire portfolio of LAUSD schools.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

GOVERNANCE	RATING*
Summary of School Performance	**3**

Areas of Demonstrated Strength and/or Progress

G1 – Governance Structure and Evaluation of School Leader(s): The Governing Board has substantially implemented the organizational structure set forth in the approved charter. Review of materials in binder included current and complete organization chart, CMO bylaws signed 11/13/17; roster of board members with contact information; School Site Council agendas and minutes; as well as ELAC meetings. The system for evaluation for the Chief Executive Officers and School Administrators includes a 4 point rubric from Highly Effective/Effective/Acceptable/Inadequate.

- **G2 – Brown Act:** The Governing Board complies with most material provisions of the Brown Act. Evidence of Brown Act training TPS governing board members on 11/2/18; also included were board calendar, agendas and minutes.

- **G5 – Data-Based Decision Making** – The Governing Board monitors school performance and other internal data to inform the decision making. Binder included evidence of monthly board reports 11/2/18; Dashboard report; review of attendance/enrollment/grades/ and suspension.

Areas Noted for Further Growth and/or Improvement

- **G2- Brown Act-** Currently if a member of the public wishes to access the school's board agendas and minutes on the school website a google account sign in is required. Update the website feature so the information is easily accessible to the public without the need for a google account.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

NOTE*: *If the CSD gathers or otherwise receives substantial evidence of actual conflict(s) of interest with respect to a governing board member or person in a school leadership position (e.g. CEO or principal), a charter school shall receive a rating of 1 in this category.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

G1: GOVERNANCE STRUCTURE AND EVALUATION OF SCHOOL LEADER(S) - GOVERNANCE QUALITY INDICATOR #1

The Governing Board has implemented the organizational structure, roles and responsibilities set forth in the approved charter, including:

- Governing Board (composition, structure, roles and responsibilities) committees/councils (for example, SSC and ELAC as applicable), including but not limited to those mandated by laws or regulations
- Evaluation of school's executive level leadership

	Rubric	Sources of Evidence
Performance	☒ The Governing Board has fully implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a highly developed system for the evaluation of the school leader(s) ☐ The Governing Board has substantially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and an adequately developed system for the evaluation of the school leader(s) ☐ The Governing Board has partially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a partially developed system for the evaluation of the school leader(s) ☐ The Governing Board has not implemented the organizational structure set forth in approved charter or any mandated committees/councils, and no system for the evaluation of the school leader(s)	☒ Organization chart **(B1.1)** ☒ Bylaws **(B1.2)** ☒ Board member roster **(B1.3)** ☒ Board meeting agendas, and minutes **(B1.4)** ☐ Observation of Governing Board meeting ☒ Evidence of committee/council calendars, agendas, minutes and sign-ins ☐ Documentation related to system for evaluation of executive level administrator(s) who reports to the Board. **(B1.7)** ☐ Discussion with leadership ☐ Other: (Specify)

G2: BROWN ACT - GOVERNANCE QUALITY INDICATOR #2

The Governing Board has a system in place to ensure it is adhering to applicable open meeting requirements, which protect the public interest in transparency and help to ensure that decisions are made without apparent or actual conflicts of interest:

- Governing Board meetings occur regularly, are conducted openly, and provide opportunity for public participation in accordance with the Brown Act
- Governing Board holds its meetings at a location(s) and in a manner that complies with teleconferencing, closed session, and access and Reasonable Accommodation requirements and the public has access to the meetings from a location(s) within the jurisdictional boundaries of LAUSD, as noted in the charter petition
- Governing Board meeting agendas and minutes are posted and maintained, as appropriate, including on the school's website and in accordance with the Brown Act and with sufficient specificity

Rubric	Sources of Evidence

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

Performance	☐ The Governing Board complies with all material provisions of the Brown Act ☒ The Governing Board complies with most material provisions of the Brown Act ☐ The Governing Board complies with some material provisions of the Brown Act ☐ The Governing Board complies with few material provisions of the Brown Act	☒ Board meeting agendas **(B1.4)** ☒ Board meeting calendar **(B1.5)** ☒ Brown Act training documentation **(B1.8)** ☐ Documentation of the school's agenda posting procedures **(B1.9)** ☐ Observation of Governing Board meeting ☒ Discussion with school leadership ☐ Other: (Specify)

G3: DUE PROCESS - GOVERNANCE QUALITY INDICATOR #3

***The Governing Board has systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the school's charter, and LAUSD charter policy, to honor and protect the rights of students, employees, parents, and the public in the following areas*:**

- Student discipline
- Employee grievances and discipline
- Parent/stakeholder complaint resolution
- Uniform Complaint Procedures

	Rubric	Sources of Evidence
Performance	☒ The Governing Board has highly developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public ☐ The Governing Board has well-developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public ☐ The Governing Board has partially developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public ☐ The Governing Board has minimal or no systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, in for students, employees, parents, and the public	☒ Board meeting agendas and minutes **(B1.4)** ☒ Parent-Student Handbook(s) **(B1.10)** ☒ Uniform Complaint Procedure documentation **(B1.11)** ☒ Stakeholder complaint procedure(s) **(B1.12)** ☐ H.R. policies and procedures regarding staff due process **(B1.13)** ☐ Observation of Governing Board meeting ☒ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

G4: STAFFING - GOVERNANCE QUALITY INDICATOR #4

The Governing Board has a system in place to ensure that appropriate employment and other staffing decisions are made in accordance with applicable law and the terms of its approved charter governing qualifications, clearances and credentialing:

- The Governing Board has established policies and procedures to ensure that faculty, staff, substitute teachers, and other persons providing service in a certificated position, are appropriately credentialed, authorized and/or otherwise qualified for the positions for which they have been employed/contracted and assigned, in accordance with applicable provisions of law and the school's charter.
- The Governing Board has established policies and procedures to ensure that the school obtains all necessary employee clearances, including criminal background and tuberculosis (TB) clearances, prior to employment, and keeps all clearances current.
- The Governing Board has established policies and procedures to ensure that the school obtains, monitors, and maintains all necessary and appropriate vendor certifications/waivers regarding vendor employee clearances, including criminal background and tuberculosis (TB) clearances.
- The Governing Board has established policies and procedures regarding requirements for school volunteers, including criminal background clearances for all volunteers who perform school site services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students per AB 1667.
- The Governing Board has established and monitors policies governing whether and under what circumstances the school may consider, for paid and volunteer service, candidates who have criminal records.

	Rubric	Sources of Evidence
Performance	☒ The Governing Board has established and monitors comprehensive policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements ☐ The Governing Board has established and monitors policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements ☐ The Governing Board has established some policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements ☐ The Governing Board has established few or no policies and procedures to ensure staffing in compliance with applicable law staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements	☒ Parent-Student Handbook(s) **(B1.10)** ☒ H.R. policies and procedures regarding ESSA qualifications, credentialing, and clearance requirements **(B1.13)** ☐ Observation of Governing Board meeting ☒ Discussion with school leadership ☒ ESSA Grid ☐ Other: (Specify)

G5: DATA-BASED DECISION-MAKING - GOVERNANCE QUALITY INDICATOR #5

The Governing Board has a system in place to ensure ongoing:

- Review and use of academic and other internal school data and information to ensure sound Governing Board decision-making in support of continuous improvement of student achievement, fiscal viability, compliance, and overall public school excellence
- Monitoring of the school's implementation of its LCAP action plans and progress toward LCAP goals

	Rubric	Sources of Evidence
Performance	☐ The Governing Board regularly monitors school performance and other internal data to inform decision-making ☒ The Governing Board monitors school performance and other internal data to inform decision-making ☐ The Governing Board inconsistently monitors school performance and other internal data to inform decision-making ☐ The Governing Board seldom monitors school performance and other internal data to inform decision-making	☒ Board meeting agendas and minutes with supporting materials and evidence of school performance and internal other data **(B1.4)** ☒ Other evidence of system for Board review and analysis of internal school data to inform decision-making **(B1.14)** ☐ Observation of Governing Board meeting ☒ Discussion with leadership ☐ Other: (Specify)

G6: FISCAL CONDITION - GOVERNANCE QUALITY INDICATOR #6

The Governing Board has a system in place to ensure fiscal viability:

- The school is fiscally strong and net assets are positive in the prior two independent audit reports.

	Rubric	Sources of Evidence
Performance	☒ The school is fiscally strong with positive net assets in the prior two independent audit reports ☐ The school is fiscally stable, with positive net assets in the most current independent audit report ☐ The school is fiscally weak and net assets are negative in the most current independent audit report, **or** the school does not have an independent audit report on file with the Charter Schools Division ☐ The school is consistently fiscally weak and net assets are negative in the prior two independent audit reports, **or** the school does not have an independent audit report on file with the Charter Schools Division	☒ Board meeting agendas and minutes **(B1.4)** ☐ Other evidence of system for Board review and monitoring of fiscal policies, procedures, budget, and finances **(B1.15)** ☐ Observation of Governing Board meeting ☒ Discussion with leadership ☒ Independent audit report(s) ☒ Other: (see Fiscal Operations section below)

G7: FISCAL MANAGEMENT AND ACCOUNTABILITY - GOVERNANCE QUALITY INDICATOR #7

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

The Governing Board has a system in place to ensure sound fiscal management and accountability:

- The school adheres to the Governing Board approved fiscal policies and procedures, and does not have any areas noted for improvement.

	Rubric	Sources of Evidence
Performance	☐ The school adheres to the Governing Board approved fiscal policies and procedures, and does not have any areas noted for improvement ☐ The school generally adheres to the Governing Board approved fiscal policies and procedures, but has areas noted for improvement ☒ The school is not adhering to the Governing Board approved fiscal policies and procedures, and has areas noted for improvement, **or** has significant fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, inadequate cash flow, etc.) ☐ The school is continuously not adhering to the Governing Board approved fiscal policies and procedures, and has recurring areas noted for improvement, **or** has significant and recurring fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, inadequate cash flow, etc.)	☒ Board meeting agendas and minutes **(B1.4)** ☐ Other evidence of system for Board review and monitoring of fiscal policies, procedures, budget, and finances **(B1.15)** ☐ Observation of Governing Board meeting ☒ Discussion with leadership ☐ Independent audit report(s) ☒ Other: (see Fiscal Operations section below)

Progress on LAUSD Board of Education and/or MOU Benchmarks related to GOVERNANCE (if applicable):

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance	**3**

Areas of Demonstrated Strength and/or Progress

- **A3 - SBAC School wide ELA**- The school wide performance of students who Met and Exceeded Standards in grade levels served by the school on the SBAC in ELA is similar than the Resident Schools, 21.80 compared to Resident School Median of 20.50%

- **A5 – English Learner Reclassification:** The school reclassifies English Learners at a rate higher than the Resident Schools Median. TEACH Tech's 2017-2018 reclassification is 29.9, which is higher than the Resident Schools Median of 15.7%.

- **A7 – Long Term English Learners** (Secondary schools): The school's percentage of LTELs is at a rate lower than the Resident Schools Median. TAT has 16.5% LTELs compared to Resident Schools Median 25.7%.

Areas Noted for Further Growth and/or Improvement

- **A1 – SBAC Subgroup ELA**- Some subgroups demonstrated declines in CAASPP ELA performance from 2016/17 – 2017/18. Three of five of TEACH's numerically significant subgroups experienced declines; African Americans (-4.54), Latino (-9.13), Socioeconomically Disadvantaged (-7.20). To improve student's academic performance in ELA the school utilizes Google classroom to simplify creating, distributing and grading assignments in a paperless way. Google Classroom allows the school to streamline the process of sharing files between teachers and students, thus expediting teachers' feedback on work samples. TEACH Academy of Technologies has implemented assessments as well as utilized CAASPP Interim Assessment Block (IAP) and Interim Comprehensive Assessment (ICA) to improve monitoring each students' academic progress; identify their strengths and needs in order to modify instruction; and identify the type of academic intervention needed.

- **A2 – SBAC Subgroup Math:** Some subgroups demonstrated declines in CAASPP Math performance from 2016/17 to 2017/18. Three of five of TEACH's numerically significant subgroups experienced declines; AA (-5.32), Latino (-3.37), and Socioeconomically Disadvantaged (-3.43). The leadership team response to the declines include the hiring of math coaches t; the adoption of College Preparatory Math (CPM), and using UCLA's Math Mapper, which identifies where a particular standard begins, and how it increases in complexity at each grade level. In this way, teachers are better able to develop lessons that supports their mathematical thinking and reasoning over time.

- **A4 – SBAC School wide Math:** The schoolwide percentage of students in grade levels served by the school on the SBAC in Math is at a rate lower than the Resident Schools Median. TEACH's 7.0% is less than the Resident Median percentage of 9.48%.

- **A6 – "At Risk" English Learners:** The school's percentage of "At Risk" English Learners is at a rate higher than the Resident Schools Median. TEACH's 3.6% rate is higher than the Resident Schools Median of 0.7%.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

NOTE: Upon the State Board of Education's finalization of California's School Dashboard, CSD will determine implications for the oversight report.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

A1: SBAC SUBGROUP ELA - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #1

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all subgroups on the CAASPP ELA (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)
- In accordance with SB1290, increases in pupil academic achievement for all groups of pupils served by the charter school.

	Rubric	Sources of Evidence
Performance	☐ All subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☐ The majority of subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☒ Some subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☐ None of the school's subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☐ No assessment of performance for this indicator	☒ SBAC report (CDE) **(B2.1)** ☐ Other: (Specify)

A2: SBAC SUBGROUP MATH - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #2

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all subgroups on the CAASPP Math (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)
- In accordance with SB1290, increases in pupil academic achievement for all groups of pupils served by the charter school,

	Rubric	Sources of Evidence
Performance	☐ All subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☐ The majority of subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☒ Some subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☐ None of the school's subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☐ No assessment of performance for this indicator	☒ SBAC report (CDE) **(B2.1)** ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

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DATE OF VISIT: **11/6/2018**

A3: SBAC SCHOOLWIDE ELA - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #3

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Schoolwide ELA data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is at a rate higher than the Resident Schools Median ☒ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is at a rate similar to the Resident Schools Median ☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is at a rate lower than the Resident Schools Median ☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is substantially lower than the Resident Schools Median ☐ No assessment of performance for this indicator	☐ SBAC report (CDE) **(B2.1)** ☐ Review of Data Set LAUSD Office of Data & Accountability ☐ Other: (Specify)

A4: SBAC SCHOOLWIDE MATH - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #4

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Schoolwide Math data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is at a rate higher than the Resident Schools Median ☐ The schoolwide percentage of students who Met or Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is at a rate similar to the Resident Schools Median ☒ The schoolwide percentage of students who Met or Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is at a rate lower than the Resident Schools Median ☐ The schoolwide percentage of students who Met or Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is substantially lower than the Resident Schools Median. ☐ No assessment of performance for this indicator	☒ SBAC report (CDE) **(B2.1)** ☒ Review of Data Set LAUSD Office of Data & Accountability (ODA) ☐ Other: (Specify)

A5: ENGLISH LEARNER RECLASSIFICATION - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #5

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- English Learner reclassification rate for 2017-2018 (CDE)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

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	Rubric	Sources of Evidence
Performance	☒ The school reclassifies English Learners at a rate higher than the Resident Schools Median ☐ The school reclassifies English Learners at a rate similar to the Resident Schools Median ☐ The school reclassifies English Learners at a rate lower than the Resident Schools Median ☐ The school did not reclassify English Learners ☐ No assessment of performance for this indicator	☒ Reclassification report (CDE) **(B2.1)** ☐ CELDT/ELPAC Criterion reports (CDE) **(B2.3)** ☐ Other: (Specify)

A6: "AT RISK" ENGLISH LEARNERS – (ELEMENTARY AND SECONDARY SCHOOLS) STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #6

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Providing supports for At-Risk English Learners 2017-2018 (CDE)

	Rubric	Sources of Evidence
Performance	☐ The school's percentage of "At Risk" English Learners is at rate lower than the Resident Schools Median ☐ The school's percentage of "At Risk" English Learners is at a rate similar to the Resident Schools Median ☒ The school's percentage of "At Risk" English Learners is at a rate higher than the Resident Schools Median ☐ The school's percentage of "At Risk" English Learners is at a rate that is substantially higher than the Resident Schools Median ☐ No assessment of performance for this indicator	☐ "At-Risk" by Grade report (CDE): 2017-2018 **(B2.1)**

A7: LONG TERM ENGLISH LEARNERS (LTELs) - (SECONDARY SCHOOLS) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #7

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Providing supports for Long Term English Learners 2017-2018 (CDE)

Rubric	Sources of Evidence

Performance	☒ The school's percentage of LTELs is at rate lower than the Resident Schools Median ☐ The school's percentage of LTELs is at a rate similar to the Resident Schools Median ☐ The school's percentage of LTELs is at a rate higher than the Resident Schools Median ☐ The school's percentage of LTELs is at a rate that is substantially higher than the Resident Schools Median ☐ No assessment of performance for this indicator	☒ Long-Term English Learners (LTEL) by Grade report (CDE): (2017-2018) **(B2.1)**

A8: FOUR-YEAR COHORT GRADUATION RATE - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #8

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Four-Year Cohort Graduation Rate (CDE) (high schools only)

	Rubric	**Sources of Evidence**
Performance	☐ The school's Four-Year Cohort Graduation Rate is at a rate higher than Resident Schools Median ☐ The school's Four-Year Cohort Graduation Rate is at a rate similar to the Resident Schools Median ☐ The school's Four-Year Cohort Graduation Rate is at a rate lower than the Resident Schools Median ☐ The school's Four-Year Cohort Graduation Rate is at a rate substantially lower than the Resident Schools Median ☒ No assessment of performance for this indicator	☐ Four-Year Cohort Graduation Rate (CDE) **(B2.1)** ☐ Other: (Specify) A-G passing grade requirement (e.g. C or D) **(CSD internal use only)**

***INDICATOR A9 IS ONLY APPLICABLE TO NEW CHARTER SCHOOLS WHICH DO NOT HAVE CAASPP (SBAC) SCORES AND CHARTER SCHOOLS WHICH SERVE GRADE LEVELS K, 1, 2, 9, AND 10 (*THE GRADE LEVELS WHICH ARE NOT ADMINISTERED THE CAASPP*).**

A9: INTERNAL ASSESSMENT (Grades K, 1, 2, 9, 10 and New Charter Schools) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #9

The school demonstrates student academic achievement, including progress towards closing the achievement gap, for grades K, 1, 2, 9 and 10 or as a new school with no CAASPP data as measured by:

- The school's internal assessments (with analysis of results) by subgroups and grade-levels
- Other academic achievement data gathered or produced by the school, such as Advanced Placement examination participation and passage rates, A-G requirements progress and completion rates, high school graduation rates, and college acceptance rates
- Results of internal assessments show growth in student achievement in ELA and Math

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NOTE: For purposes of evaluation of school performance for this indicator, the CSD will consider data derived from assessments for which the school can provide evidence of validity/reliability. For commonly used and recognized assessments this would not be necessary (for example, NWEA, DIBELS, Stanford 10, Illuminate, or SBAC Interim assessments).

	Rubric	Sources of Evidence
Performance	☐ The school has demonstrated accomplished levels of student achievement and progress as measured by school's internal assessments and other school data that are regularly monitored and analyzed and that reflect significant growth in student achievement in ELA and Math for all subgroups in all grade-levels ☐ The school has demonstrated proficient levels of student achievement and progress as measured by school's internal assessments and other school data that are regularly monitored and analyzed and that reflect moderate growth in student achievement in ELA and Math for the majority of subgroups and grade-levels. ☐ The school has demonstrated developing levels of student achievement and progress as measured by school's internal assessments and other school data that are regularly monitored and analyzed and that reflect limited growth in student achievement in ELA and Math for some subgroups and grade-levels ☐ The school has demonstrated unsatisfactory levels of student achievement and progress as measured by school's internal assessments and other school data and that reflect no growth or a decline in student achievement in ELA and Math for the majority of subgroups and grade-levels, or the school has not collected and/or analyzed and monitored internal assessment or other academic achievement data. ☒ No assessment of performance for this indicator.	☐ Internal academic performance and progress data and information **(B2.2)** ☐ School Internal Assessment Data Report or equivalent **(B2.2)** ☐ Other: (Specify)

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CALIFORNIA SCHOOL DASHBOARD STATE PRIORITIES

Summary of School Performance

*Indicators A10-A19 reflect the school's ratings on the Dashboard. For Indicators A10 –A19 the school's ratings on the California School Dashboard will not impact the overall Student Achievement and Educational Performance Rating for 2017-2018 oversight but will provide informational areas of focus. California School Dashboard Indicators will figure into 2018-2019 oversight ratings.

Blue ***Green*** ***Yellow*** ***Orange*** ***Red***

A10: Priority 4-3.1 Student Achievement Academic Indicator (Grades 3-8) Distance from Level 3 English Language Arts

The school has achieved the performance level of "Orange".

A11: Priority 4-3.2 Student Achievement Academic Indicator (Grades 3-8) Distance from Level 3 Mathematics

The school has achieved the performance level of "Red".

A12: Priority 4-3.5 Student Achievement English Learner Progress Indicator

The school has achieved the performance level of "No Performance Color".

A13: Priority 5-3.7 Student Engagement- Chronic Absenteeism Indicator

The school has achieved the performance level of "Red".
this indicator will be available Fall 2018

A14: Priority 6-3.8 School Climate- Suspension Rate (K12) Indicator

The school has achieved the performance level of "Blue".

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HIGH SCHOOLS ONLY:
A16: Priority 4-3.3 Student Achievement Academic Indicator (Grade 11) Distance from Level 3 English Language Arts **The school has achieved the following status_____ and change_____**
A17: Priority 4-3.4 Student Achievement Academic Indicator (Grade 11) Distance from Level 3 Mathematics **The school has achieved the following status_____ and change_____**
A18: Priority 5-3.6 Student Engagement-Graduation Rate Indicator **The school has achieved the performance level of _____**
A19: Priority7 & 8-3.9 Access to and Outcomes in a Broad Course of Study-College/Career Indicator **The school has achieved the following status_____**
NOTES:

Progress on LAUSD Board of Education and/or MOU Benchmarks related to STUDENT ACHIEVEMENT (if applicable):

1. **MET**: Implementation of English Learner Reclassification and Reporting the school will increase its reclassification of English learners at a rate comparable to the District's rate of reclassification.
2. **MET**: The school's administration must consistently implement and regularly monitor all targeted intervention programs designed for African American, Latino, English Leaners, and Socioeconomically Disadvantaged subgroups to ensure that these subgroups meet or exceed the annual targets as determined by the CDE through the CAASPP (SBAC) assessment system.

3. **MET:** The school will provide a description to the Charter Schools Division of the School's system for accurate and timely reporting of reclassification in CALPADS in alignment with CALPADS submission windows each year of the charter term.

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ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	**3**

Areas of Demonstrated Strength and/or Progress

- **O1 – School Safety and Operations: School Safety Plan and Procedures:** The school has a well-developed system in place to ensure protection of student and staff health, and compliance with applicable charter requirements. Review of binder materials included visitor policy; Comprehensive school safety plan; Compliance Document; emergency drill data worksheet; emergency drill evacuation plan; exit traffics patterns;

- **O2 – Health and Safety:** COO; verification that for the 2017-2018 school year 280 student screening were completed for vision, scoliosis, audio screening. Offer of special health education program on family life and growth development requiring parent consent; state mandated Epipen training provided for the 2018-2019 school year.

- **O3 – Standards-Based Instruction:** The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, include the CA CCSS. Teachers submit weekly lesson plans that includes standards, objectives, and study team-teaching strategies; pockets of questions for students to answer; essential questions for the unit what students will learn; how student will prove that learning has occurred; binder included WASC accreditation verification. The school was granted a 6 year accreditation status with a mid-cycle two day visit.

- **O7 – School Climate and Student Discipline**: The school has a highly developed school climate and student discipline system in pace that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights. School wide focus on character development; front of the school has the pillars of behavior posed. The focus is on dignity; self-discipline; respectful behavior; hard work; cooperation; kindness; integrity creative problem solving; persona and community responsibility; fairness; Binder also included responding to behavior and behavior and Keeping Safety in Mind; behavioral expectations; matrix of school wide expectations (see handout); classroom discipline steps; disciplinary referral form; **Kickboard** Introduction for Students that nurtures the whole child in a safe and positive environment. The school indicated that it accomplishes this by meeting each student's physical, social emotional; Stop and Think Reflection Sheet that emphasize productive, polite, prompt and prepared. TAT's 2017-2018 suspension rate was 0.6%, which reflects a decrease from the previous years rate of 1.6%.

- **O8 – Professional Development:** The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter. Dream Box Learning Math – motivating for students, empowering for educators. Binder include a draft yearlong Wednesday professional development calendar. Some topics include 1) phone call to failing students; 2) walkthrough goals and objectives; technology integrations; classroom culture; CPM training; PBIS training from LACOE, school provided evidence of LACOE training.

Areas Noted for Further Growth and/or Improvement

- **O1 – School Safety and Operations: School Safety Plan and Procedures:** There was no evidence of emergency evacuation log of drills conducted for the 2018-2019 school year. While the school had three days' worth of emergency supplies, the supplies were stored in each classroom and would be unable to be utilized in the event of an earthquake evacuation where all students and staff must evacuate the classrooms and remain in the outdoor evacuation area. The CSD discussed with the school to keep the lockdown supplies but store the 3 day supplies in a location that allows accessibility in case of emergency that involves evacuation.

- **O4 – Meeting the Needs of all students**: The school has substantially implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and generally modifies instruction based on data analysis. To maximize differentiation school leadership shared that, teachers utilize daily exit tickets, intentional seating mixed ability grouping, awareness of subgroups performance levels to create meaningfully engaging instructional experiences. For LTEL's teachers emphasize mixed ability grouping; language specific sentence starters, Socratic seminars; and the posting of ELD learning objectives. Subgroup Data Analysis- use morning notes for focus on statistically significant subgroups; use notes from morning meeting that focuses on LTELs and what they should doing t support them; binder included a PP of "Introduction to ELL support for the 2018-2019 school year; EL Achieve documents on secondary constructing meaning: Structured student talk.

- **O10: Stakeholder Communication and Transparency:** The school has a partially developed communication system to share information with stakeholders via its documents available manually/electronically or on its website. However, review of the school's website required permission through a Gmail account to view governing board agendas and minutes. These documents should be readily available to the public given the ease of access of other documents required in the Transparency Resolution See G2.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

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Notes:

- **O5 – Implementation of Key Features of Educational Program:** The school has received the PLTW, Project Lead the Way - $15,000- students apply knowledge and skill from a variety of disciplines, including all three PTLW pathways. They are focusing on PTLW gateway for grades 6-8 with Computer Science for Innovators and Makers; AppCreators.

- **O12 – Clearances and Credentialing Compliance:** The school reports that they have hired an Assistant Superintendent of K-12 Instruction and Human Resources to manage the human resource paperwork for all new hires and to ensure DOH and TB clearances remain compliant.

NOTE: A charter school shall receive a rating of 1 in this category for any of the following reasons: (1) Failed to have Health, Safety, and Emergency Plan in place; (2) Failed to conduct child abuse mandated reporter training in accordance with AB 1432; (3) Failed to complete criminal background clearances for all new staff (as defined on the ESSA Grid) prior to employment; or (4) Failed to obtain DOJ clearance certification, as appropriate, from a vendor. A charter school cannot receive a rating in this category greater than 2 if any teacher of the core instructional program is not appropriately credentialed and assigned per legal requirements and the school's current approved charter.

O1: SCHOOL SAFETY AND OPERATIONS: SCHOOL SAFETY PLAN AND PROCEDURES - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #1

The school has a system in place to ensure that:

- The school has a current site-specific comprehensive Health, Safety, and Emergency Plan
  (Note: for co-locations, the charter school complies with the District school's Health, Safety and Emergency Plan)
- The school is able and prepared to implement its emergency procedures in the event of a natural disaster or other emergency (includes threat assessment protocol)
- School staff and other mandated reporters working on behalf of the school receive timely training on child abuse awareness and reporting in accordance with the requirements of AB 1432
- School staff receives annual training on the handling of bloodborne pathogens
- The school has a Visitor's policy and it's visible in the main office
- A Pupil Suicide Prevention Policy (grades 7-12) is in place, in compliance with AB 2246

Rubric	Sources of Evidence

Performance	☐ The school has a highly developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety ☒ The school has a well-developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety ☐ The school has a partially developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety ☐ The school has a minimal or no system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety	☒ Parent-Student Handbook(s) **(B1.10)** ☒ Comprehensive Health, Safety, and Emergency Plan **(B3.1b)** ☒ Evacuation route maps **(B3.1b)** ☐ Documentation of emergency drills and training **(B3.1c)** ☒ Evidence of provision and location of onsite emergency supplies **(B3.1c)** ☒ Evidence of AB 2246 implementation (grades 7-12) **(B3.1e)** ☒ Child abuse mandated reporter training documentation **(B3.1d and B3A.4)** ☒ Bloodborne pathogens training documentation **(B3.13 and B3A.4)** ☒ *Certification of Clearances, Credentialing, and Mandated Reporter Training 2018-2019* ("ESSA Grid") **(B3A)** ☒ Site/classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

O2: HEALTH AND SAFETY - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #2

The school has a system in place to ensure that:

- For each school site, the school has a current site-specific Certificate of Occupancy or equivalent that authorizes the current use of the site
- School provides documentation of student immunization and
- School provides documentation of health screening per applicable law and terms of the charter
- School maintains an emergency epinephrine auto-injectors ("epi-pen") onsite and has provided training to volunteer staff member(s) in the storage and emergency use of the epi-pen

Rubric	Sources of Evidence

Performance	☒ The school has a highly developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens ☐ The school has a well-developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens ☐ The school has a partially developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens ☐ The school has a minimal or no system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens	☒ Parent-Student Handbook(s) **(B1.10)** ☒ Certificate of Occupancy or equivalent **(B3.2a)** ☒ Evidence of student immunization **(B3.2b)** ☒ Evidence of health screening **(B3.2b)** ☒ Epi-pen documentation **(B3.2c)** ☒ Discussion with school leadership ☐ Other: (Specify)

O3: STANDARDS–BASED INSTRUCTION - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #3

The school has:

- Implemented standards-based instruction schoolwide in accordance with the California academic content standards, including the California Common Core State Standards (CA CCSS), that are applicable to the grade levels served
- Demonstrated evidence of implementation of the California Next Generation Science Standards
- Obtained WASC accreditation (high schools only)
- Implemented a system to monitor student progress toward and completion of graduation and A-G requirements (high schools only)
- Received UC/CSU approval of courses (UC Doorways) (high schools only)

Rubric	Sources of Evidence

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Performance	☐ The school has fully-implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS ☒ The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS ☐ The school has partially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS ☐ The school has minimally implemented, or not at all, grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS	☒ Evidence of standards-based instructional program **(B3.3a)** ☒ Evidence of implementation of CA NGSS (**B3.3a**) ☒ LCAP (**B3.3b**) ☒ Evidence of technology readiness to administer CAASPP assessments **(B3.3c) *new schools only** ☒ WASC documentation **(B3.3d)** ☐ UC Doorways course approval documentation **(B3.3d)** ☐ Evidence of implementation of Transitional Kindergarten **(B3.3i)** ☒ Professional development documentation **(B3.4b)** ☒ Classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

O4: MEETING THE NEEDS OF ALL STUDENTS; SUBGROUP DATA ANALYSIS - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #4

The school:

- Implements the differentiation, intervention, and other instructional strategies and approaches described in the charter designed to meet the learning needs of all students, including all subgroups identified in the school's LCAP and by CDE
- Disaggregates and analyzes data on a regular basis to address individual student needs
- Implements, monitors, and modifies, as appropriate, its Master Plan for English Learners (EL identification, designated and integrated ELD instruction, progress monitoring, assessment, and reclassification)
- Has appointed a designee to assist and support foster youth

Rubric	Sources of Evidence

Performance	☐ The school has fully implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and modifies instruction based on data analysis ☒ The school has substantially implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and generally modifies instruction based on data analysis ☐ The school has partially implemented the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and partially modifies instruction based on data analysis ☐ The school has minimally implemented, or not at all, the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and does not consistently modify instruction based on data analysis	☒ Evidence of standards-based instructional program **(B3.3a)** ☒ LCAP **(B3.3b)** ☒ Professional development documentation **(B3.4b)** ☒ Evidence of intervention and support for all students, including but not limited to foster youth, at-risk students, and high performing students **(3.3j)** ☒ Implementation of the school's English Learner Master Plan **(B3.3b)** ☒ Evidence of implementation of data analysis system program **(B2.2)** ☒ School Internal Assessment Data Report, or equivalent **(B2.2)** ☒ Classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

O5: IMPLEMENTATION OF KEY FEATURES OF EDUCATIONAL PROGRAM - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #5

The school has implemented the key features components of the educational program described in the school's charter

	Rubric	**Sources of Evidence**
Performance	☐ The school has fully implemented the key features of the educational program described in the charter ☒ The school has substantially implemented the key features of the educational program described in the charter ☐ The school has partially implemented the key features of the educational program described in the charter ☐ The school has minimally implemented, or not at all, the key features of the educational program described in the charter	☒ Professional development documentation **(B3.4b)** ☒ Evidence of implementation of key features of educational program **(B3.3k)** ☒ Classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

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O6: SPECIAL EDUCATION - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #6

The school has a system in place to ensure that the school:

- Provides special education programs and services in accordance with students' IEPs and the terms of the Modified Consent Decree
- Provides special education training for staff in accordance with requirements of the Modified Consent Decree
- Conducts a special education self-review annually, using the Special Education Self-Review Checklist
- Maintains timely IEP timeline records and accurate service provision records in Welligent

	Rubric	Sources of Evidence
Performance	☐ The school has a highly developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree ☒ The school has a well-developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree ☐ The school has a partially developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree ☐ The school has a minimal or no system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree	☒ Parent-Student Handbook(s) **(B1.10)** ☒ Professional development documentation **(B3.4b)** ☐ Evidence of intervention and support for students with disabilities **(B3.3j)** ☒ Self-Review Checklist **(B3.4a)** ☒ Other special education documentation **(B3.4a)** ☒ Consultation with Charter Operated Programs office ☒ Welligent reports and/or other MCD documentation, including from the Division of Special Education **(B3.4a)** ☒ Classroom observation ☐ Discussion with school leadership ☐ Other: (Specify)

O7: SCHOOL CLIMATE AND STUDENT DISCIPLINE - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #7

The school has a school climate and schoolwide student discipline system in place to ensure that the school's practices:

- Align with the principles of the District's Discipline Foundation Policy and School Climate Bill of Rights Resolution, including but not limited to, tiered behavior intervention, alternatives to suspension, and schoolwide positive behavior support, data monitoring and, includes a discipline system complaint process
- Provide positive opportunities for student wellness, growth and success, aimed at making the school safe, welcoming, supportive and inclusive
- Minimize discretionary suspensions and expulsions
- Reduce or eliminate suspension disproportionality for student subgroups

Rubric	Sources of Evidence

Performance	☒ The school has a highly developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a well-developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a partially developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a minimally developed or no school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights	☒ Parent-Student Handbook(s) **(B1.10)** ☒ LCAP **(B3.3b)** ☒ Professional development documentation **(B3.4b)** ☒ Evidence of implementation of school climate and student discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights principles **(B3.4c)** ☒ Evidence of implementation of tiered behavior intervention, such as SST/COST **(B3.4c)** ☒ Evidence of implementation of alternatives to suspension **(B3.4c)** ☒ Evidence of implementation of schoolwide positive behavior support system **(B3.4c)** ☒ Evidence of data monitoring **(B3.4c)** ☒ LAUSD ODA suspension and expulsion data reports **(B2.1)** ☐ Interview of stakeholders ☒ Discussion with school leadership ☐ Other: (Specify) ☒ Suspension rates, and disproportionality rates

O8: PROFESSIONAL DEVELOPMENT - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #8

The school:

- Has a schoolwide professional development plan for teachers and other staff that supports the educational program set forth in the charter and targets identified needs
- Provides faculty and other instructional staff with professional development opportunities to improve instructional practice
- Provides opportunities for teachers to collaborate regularly for the purpose of planning and improving curriculum and instruction

Rubric	Sources of Evidence

Performance	☐ The school has fully implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter ☒ The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter ☐ The school has partially implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter ☐ The school has not implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter	☒ LCAP **(B3.3b)** ☒ Professional development documentation (e.g. professional development calendar, agendas and sign-ins) **(B3.4b)** ☐ Interview of teachers and/or other staff ☒ Discussion with school leadership ☐ Other: (Specify)

O9: STAKEHOLDER COMMUNICATION AND INVOLVEMENT - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #9

The school has a stakeholder communication system for gathering input, facilitating and encouraging involvement, sharing information, and resolving concerns, which:

- Engages in communication that notifies parents and other stakeholders of the process for resolving concerns, including how they may contact board members, and supports students, families, and other stakeholders in effectively resolving concerns
- Provides all stakeholders (e.g., parents/guardians, students, and teachers) with appropriate, accessible and relevant information about individual student and schoolwide academic progress and performance
- Informs parents of high school students about transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements (high schools only)
- Provides parents, teachers, and students with meaningful opportunities for involvement and engagement that meet the requirements and goals of applicable federal and state law, the school's charter, and the school LCAP

Rubric	Sources of Evidence
☐ The school has a highly developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns ☒ The school has a well-developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns	☒ Parent-Student Handbook **(B1.10)** ☒ LCAP **(B3.3b)** ☐ Evidence of stakeholder consultation **(B3.4d)** ☒ Evidence of parent/stakeholder involvement and engagement **(B3.4d)**

Performance	☐ The school has a partially developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns ☐ The school has a minimal or no stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns	☒ Evidence of sharing accessible and relevant information about individual student and schoolwide academic progress and performance with all stakeholders as appropriate **(B3.4d)** ☒ Evidence of communication to parents and other stakeholders of complaint resolution process(es) **(B3.4d)** ☐ Evidence that parents are informed about transferability of courses/course credit and eligibility to meet A-G requirements **(B3.4d)** ☐ Evidence of provision of stakeholder access to school's approved charter **(B3.4d)** ☐ Interview of stakeholders ☐ Discussion with school leadership ☐ Other: (Specify)

O10: STAKEHOLDER COMMUNICATION AND TRANSPARENCY- ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #10

The school's documents that are available both manually and electronically (website preferred) serve as a vehicle for transparency through its displays and provision of information.

- Information is easily accessible to the public and school stakeholders
- UCP and all complaint procedures
- Title IX information in accordance with SB 1375**
- AB 2246 Suicide Prevention applicable posting (Gr 7-12)
- Applicable categories described in Charter School Transparency Resolution

**required on website

Rubric	Sources of Evidence
☐ The school has a highly developed communication system to share information with stakeholders, that is easily accessible via its documents available both manually, electronically and on its website ☐ The school has a well-developed communication system to share information with stakeholders via its documents available both manually, electronically and on its website ☒ The school has a partially developed communication system to share information with stakeholders via its documents available manually/electronically or on its website ☐ The school has a minimally developed communication system to share information with stakeholders with limited to no availability of documents manually/electronically or on its website	☒ Review of the availability of information to the public/stakeholders **(B3.4e)** for: • SB 1375 Information • UCP Procedure and Forms • Complaint Forms • AB 2246 (grades 7-12) • LCAP • Financial Audit • Student Demographics

	• Student Achievement Information

O11: EVALUATION OF SCHOOL STAFF - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #11

The school has a system in place for the evaluation of school staff designed to ensure that:

- the school's educational program yields high student achievement
- the school complies with all applicable legal requirements

	Rubric	Sources of Evidence
Performance	☐ The school has a highly developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☒ The school has a well-developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a partially developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a minimal or no system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements	☒ Evidence of staff evaluation system **(B3.4f)** ☒ Discussion with school leadership ☐ Other: (Specify)

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O12: CLEARANCES AND CREDENTIALING COMPLIANCE - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #12

The school is in compliance with applicable law and the terms of its approved charter regarding clearances and credentialing:

- All certificated staff are fully credentialed, including EL authorizations, and appropriately assigned as authorized by their credentials at all times
- The school has obtained all necessary employee clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to employment, and keeps all clearances current
- The school has obtained all necessary vendor clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to the provision of service, and keeps all clearances current
- The school has conducted volunteer clearances in accordance with applicable law and policy, including criminal background clearances for all volunteers who perform schoolsite services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students

	Rubric	Sources of Evidence
Performance	☒ The school has fully implemented and continually monitors systems and procedures that maintain 100% compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements at all times ☐ The school has implemented and monitors systems and procedures that maintain substantial compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements ☐ The school has partially implemented and intermittently monitors systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements ☐ The school has not implemented and/or does not monitor systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements	☒ *Certification of Clearances, Credentialing, and Mandated Reporter Training 2017-2018* form ("ESSA Grid") **(B3A.1a)** ☒ Staff rosters and school master schedule (**B3A.1 b and c)** ☒ Custodian(s) of Records documentation **(B3A.1d)** ☒ Criminal Background Clearance Certifications **(B3A.2)** ☒ Teaching credential/authorization documentation **(B3A.2a)** ☒ Vendor certifications **(B3A.5)** ☐ Volunteer (TB) risk assessment/clearance certification **(B3A.6)** ☒ Discussion with school leadership ☐ Other: (Specify)

Progress on LAUSD Board of Education and/or MOU Benchmarks related to ORGANIZATIONAL MANAGEMENT (if applicable):

2015-2020 Renewal Benchmark Updates:

- Implementation of English Learner Reclassification and Reporting The school will increase its reclassification of English Learners at a rate comparable to the District's rate of reclassification. – **MET** – *TEACH Academy of Technologies' (TAT's) 2017-2018 rate of reclassification was 20.6% compared to the District's rate of 20.1%, TAT's 2017-2018 rate of reclassification was 18% compared to the District's rate of 16.8%.*

- The school's administration must consistently implement and regularly monitor all targeted intervention programs designed for African American, Latino, English Learner and Socioeconomically Disadvantaged subgroups to ensure that these subgroups meet or exceed the annual targets as determined by the CDE through the CAASPP assessment system. The school's administration must provide ongoing appropriate reports to the governing board, throughout each school year, to facilitate the board's monitoring of subgroup growth and performance in meeting state targets. – **MET** – as noted in *O4 – Meeting the Needs of All Students, TAT has* substantially *implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and generally modifies instruction based on data analysis. To maximize differentiation, teachers utilize daily exit tickets, intentional seating mixed ability grouping, awareness of subgroups performance levels to create meaningfully engaging instructional experiences. For LTEL's teachers emphasize mixed ability grouping; language specific sentence starters, Socratic seminars; and the posting of ELD learning objectives. Subgroup Data Analysis- use morning notes for focus on statistically significant subgroups; use notes from morning meeting that focuses on LTELs and what they should doing to support them*

- The school will provide a description to the Charter Schools Division of the school's system for accurate and timely reporting of reclassification in CALPADS in alignment with CALPADS' submission windows each year of the charter term and no later than December 12, 2014 for this year. – **MET** - *TAT staff collaborates with the Chief Operating Officer (and/or the COO's designee) to cross reference all data provided by the enrolling families in paper and data entry in our Student Information System, PowerSchool. In addition, TEACH Public Schools hired a Director of Data and IT to ensure internal data and compliance monitoring was done in house. In collaboration with the EL Coordinator and School Administration, the Director of Data and IT gathers the data using Illuminate, our Data and Assessments System, and our newest EL monitoring system, ELLavation, to determine potential reclassification and support systems needed.*

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

5982	2015-16					2016-17					2017-18				
TEACH Academy of Technologies	**Preliminary Budget**	**First Interim**	**Second Interim**	**Unaudited Actuals**	**Audited Financials**	**Preliminary Budget**	**First Interim**	**Second Interim**	**Unaudited Actuals**	**Audited Financials**	**Preliminary Budget**	**First Interim**	**Second Interim**	**Unaudited Actuals**	**Audited Financials**
Cash and Cash Equivalents		268,486	163,301	324,604	324,602		834,538	1,375,410	1,310,139	1,310,139		1,451,100	1,414,000	697,652	697,651
Current Assets		767,455	895,775	882,808	846,864		1,390,879	1,857,782	1,786,225	1,789,374		2,128,848	2,109,661	1,369,184	1,369,182
Fixed and Other Assets		403,997	396,832	421,889	477,230		428,701	52,346	207,335	207,333		385,361	409,561	941,765	996,610
Total Assets		1,171,452	1,292,607	1,304,697	1,324,094		1,819,580	1,910,128	1,993,559	1,996,707		2,514,209	2,519,222	2,310,949	2,365,792
Deferred Outflow		0	0	0	0		0	0	0	0		0	0	0	0
Current Liabilities		58,842	145,176	119,403	131,004		143,251	88,145	111,026	166,415		185,321	175,504	159,645	214,490
Long Term Liabilities		313,445	313,445	313,442	313,442		0	0	78,652	78,652		191,422	191,423	191,426	191,426
Total Liabilities		372,287	458,621	432,845	444,446		143,251	88,145	189,678	245,067		376,742	366,927	351,071	405,916
Unfunded OPEB Liabilities/Deferred Inflow		0	0	0	0		0	0	0	0		0	0	0	0
Net Assets		**799,165**	**833,986**	**871,852**	**879,648**		**1,676,329**	**1,821,983**	**1,803,882**	**1,751,640**		**2,137,467**	**2,152,295**	**1,959,878**	**1,959,876**
Total Revenues	2,885,017	3,110,294	3,167,796	3,366,299	3,206,915	3,804,928	4,324,964	4,582,844	4,435,631	4,380,242	4,217,247	4,743,536	4,679,539	4,709,401	4,709,402
Total Expenditures	2,939,744	3,226,648	3,249,328	3,409,965	3,242,785	3,774,573	3,528,283	3,640,509	3,511,398	3,508,250	4,028,816	4,357,712	4,278,884	4,501,165	4,501,166
Net Income / (Loss)	(54,727)	(116,354)	(81,532)	(43,666)	(35,870)	30,355	796,681	942,335	924,234	871,992	188,431	385,824	400,655	208,236	208,236
Operating Transfers In (Out) and Sources / Uses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets+B23	(54,727)	(116,354)	(81,532)	(43,666)	(35,870)	30,355	796,681	942,335	924,234	871,992	188,431	385,824	400,655	208,236	208,236
Net Assets, Beginning	982,894	918,446	918,446	918,446	915,518	833,986	871,852	871,852	871,852	879,648	1,821,983	1,803,882	1,803,882	1,751,642	1,751,640
Adj. for restatement / Prior Yr Adj	0	(2,927)	(2,928)	(2,928)	0	0	7,796	7,796	7,796	0	0	(52,239)	(52,242)	0	0
Net Assets, Beginning, Adjusted	982,894	915,519	915,518	915,518	915,518	833,986	879,648	879,648	879,648	879,648	1,821,983	1,751,643	1,751,640	1,751,642	1,751,640
Net Assets, End	**928,167**	**799,165**	**833,986**	**871,852**	**879,648**	**864,341**	**1,676,329**	**1,821,983**	**1,803,882**	**1,751,640**	**2,010,414**	**2,137,467**	**2,152,295**	**1,959,878**	**1,959,876**

5982	Audited Financials					2018-19				
TEACH Academy of Technologies	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Preliminary Budget**	**First Interim**	**Second Interim**	**Unaudited Actuals**	**Audited Financials**
Cash and Cash Equivalents	484,533	324,602	1,310,139	697,651	0		0	0	0	0
Current Assets	835,861	846,864	1,789,374	1,369,182	0		0	0	0	0
Fixed and Other Assets	108,847	477,230	207,333	996,610	0		0	0	0	0
Total Assets	944,708	1,324,094	1,996,707	2,365,792	0		0	0	0	0
Deferred Outflow	0	0	0	0	0		0	0	0	0
Current Liabilities	29,190	131,004	166,415	214,490	0		0	0	0	0
Long Term Liabilities	0	313,442	78,652	191,426	0		0	0	0	0
Total Liabilities	29,190	444,446	245,067	405,916	0		0	0	0	0
Unfunded OPEB Liabilities/Deferred Inflow	0	0	0	0	0		0		0	0
Net Assets	**915,518**	**879,648**	**1,751,640**	**1,959,876**	0		**2,501,384**	**0**	**0**	**0**
Total Revenues	2,407,522	3,206,915	4,380,242	4,709,402	0	5,281,697	5,735,501	0	0	0
Total Expenditures	1,893,919	3,242,785	3,508,250	4,501,166	0	4,758,392	5,193,995	0	0	0
Net Income / (Loss)	513,603	(35,870)	871,992	208,236	0	523,305	541,506	0	0	0
Operating Transfers In (Out) and Sources / Uses	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	513,603	(35,870)	871,992	208,236	0	523,305	541,506	0	0	0
Net Assets, Beginning	352,050	915,518	879,648	1,751,640	0	2,315,791	1,959,878	0	0	0
Adj. for restatement / Prior Yr Adj	49,865	0	0	0	0	0	0	0	0	0
Net Assets, Beginning, Adjusted	401,915	915,518	879,648	1,751,640	0	2,315,791	1,959,878	0	0	0
Net Assets, End	**915,518**	**879,648**	**1,751,640**	**1,959,876**	**0**	**2,839,096**	**2,501,384**	**0**	**0**	**0**

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

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FISCAL OPERATIONS	RATING
You have been assessed by the Fiscal Oversight team and you are receiving the rating of 2, Developing. **Other circumstances and information could influence the rating and are noted in this evaluation.**	**2**
TEACH Academy of Technologies' fiscal condition is positive and has been upward trending since the 2016-2017 fiscal year. According to the 2017-2018 independent audit report, the school had positive net assets of $1,959,876 and net income of $208,239. According to TEACH, Inc.'s independent audit report dated June 30, 2018, TEACH Academy of Technologies was one of two schools operated by TEACH, Inc. during Fiscal Year 2017-2018. For Fiscal Year 2018-2019, TEACH Academy of Technologies is one of three charter schools operated by TEACH, Inc. TEACH, Inc. is a California nonprofit public benefit corporation comprised of TEACH Public Schools, Inc. (the Charter Management Organization), and two other LAUSD-authorized charter schools: 1) TEACH Tech Charter High [grades 9-12], and 2) TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School [grades TK-5], which opened in Fiscal Year 2018-2019. In addition, TEACH Inc. operates Cunningham & Morris, LLC, which is a nonprofit corporation formed for the purpose of securing financing, negotiating real estate purchases, developing school sites, and administering school facility leases on behalf of the organization. Cunningham & Morris, LLC is managed by TEACH, Inc. under a separate operating agreement. TEACH, Inc.'s fiscal condition is strong. TEACH, Inc., its related entities, and its charter schools, reported positive net assets of $1,790,494 and a net loss of ($316,341). TEACH Inc., without its charter schools, reported positive net assets of $41,442 and a net loss of ($214,366). According to TEACH Public Schools, Inc., TEACH Academy of Technologies pays monthly management fees of 8% to TEACH Public Schools, Inc. for administrative services such as: creating, preparing, and submitting the school's charter petitions, facilities costs, professional development, fiscal and compliance reporting, developing and executing fundraising efforts, providing guidance relating to the curriculum, and providing or contracting for office and other services including accounting, payroll, human resources and billing, marketing, public relations, and information technology support. These management fees are calculated based on the total revenues of the schools that TEACH Public Schools, Inc. operates.	

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

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DATE OF VISIT: **11/6/2018**

Areas of Demonstrated Strength and/or Progress:

1. The school's fiscal condition is positive.

	2014-2015 (Audited Actuals)	2015-2016 (Audited Actuals)	2016-2017 (Audited Actuals)	2017-2018 (Audited Actuals)	2018-2019 (First Interim)
Net Assets	$915,518	$879,648	$1,751,640	$1,959,876	2,501,384
Net Income/Loss	$513,603	($35,870)	$871,992	$208,236	$541,506
Transfers In/Out	$0	$0	$0	$0	$0
Prior Year Adjustment(s)	$49,865*	$0	$0	$0	$0

*The school's beginning assets were restated due to a calculation error pertaining to Federal revenue in the prior year.

Areas Noted for Further Growth and/or Improvement:

Through conducting fiscal oversight and analyzing the data below, the Charter Schools Division (CSD) requests and receives fiscal documents from TEACH Public Schools, Inc., including bank statements, bank reconciliations, credit card statements, and check registers for the three TEACH Public Schools, Inc. charter schools that are currently authorized by LAUSD. The CSD reviews these financial documents and a sampling of checks across these TEACH Public Schools, Inc. charter schools, to assess overall compliance with TEACH Public Schools, Inc.'s Fiscal Policies and Procedures. Any areas noted for further growth and/or improvement relating to TEACH Public Schools, Inc.'s and its charter schools' overall compliance to the aforementioned manual are indicated within each charter school's Annual Performance-Based Oversight Visit Report, which may or may not have been experienced by the specific TEACH Public Schools, Inc. school named above. Lastly, any exceptions related to the fiscal condition and/or the segregation of duties reviews are school-specific and reviewed separately for each TEACH Public Schools, Inc. charter school.

1. Lack of Proper Procurement Procedures:

Based on the CSD's review of a sample of 30 checks/ACH transactions and supporting documentation, the CSD noted a check issued to a vendor that was not supported by a purchase order and showed no evidence of pre-approval (Check # 71107, in the amount of $395.56, dated 09/21/2018 and made payable to Scholastic Inc.).

Page 7 of the school's fiscal policies and procedures states: "The Executive Director, Superintendent or Chief Operating Officer may authorize expenditures and may sign related contracts within the approved budget. Individuals other than those specified above are not authorized to make purchases without pre-approval."

The CSD also noted payments issued to vendors during the current year whereby the total amounts paid to these vendors during the 12-month period spanning from October 2017 through September 2018 exceeded the school's $50,000 threshold yet were not supported by board approvals (Check # 61242, in the amount of $2,260.11, dated 6/26/2018 and made payable to Teachers On Reserve, and Check # 61311, in the amount of $19,175.00, dated 8/15/2018 and made payable to MTS-Martinez Transport Services). The aforementioned 12-month summary of vendor payments in question is provided below.

Item #	Vendor	Description of Services	Payments Made During First 3 Months of FY 2018-2019	Payments Made During Last 9 Months of FY 2017-2018	CSD's Comments	TEACH Academy's Response
1	Teachers On Reserve	Substitute Teacher Services	$12,907.67	$98,343.29	No evidence of Board approval, no contract/ agreement, and no bidding documentation.	No contract/agreement exists. This vendor provides daily substitute personnel on an as-needed basis. While the total expenditures exceed $50K, no individual transaction exceeds the required threshold for board approval.
2	MTS-Martinez Transport Services	Monthly Cleaning Services for TEACH Public Schools, its District Office, and its three LAUSD charter schools.	$137,515.00	$10,500.00	No evidence of Board approval, no contract/ agreement, and no bidding documentation.	This vendor provides à la carte services on an as-needed basis. While the total expenditures exceed $50K, no individual transaction exceeds the required threshold for board approval.

Page 6 of the school's fiscal policies and procedures states: "Except as otherwise provided in these policies, the Executive Director, Superintendent or Chief Operating Officer may enter into contracts and agreements not to exceed $50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of $50,000 must be submitted for board approval and may be executed by the Executive Director, Superintendent or Chief Operating Officer or other person specifically designated by the Board after the Board has duly approved the contract or agreement."

Page 7 of the school's fiscal policies and procedures states that all purchases over $50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. This policy further states that the Executive Director, Superintendent or Chief Operating Officer shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted, and such documentation shall be maintained for three years. All purchases in excess of $50,000 must be bid by a board-approved process, except in the case of emergencies pertaining to the purchase of emergency response supplies, equipment, or services.

While the total costs of the vendor services referenced above have tended to fluctuate to some degree, the CSD's analysis of the school's historical data indicates that the total annual payments issued to these vendors typically exceeds the $50,000 threshold. Given this history, the school should have sought advance approval from its governing board prior to incurring these costs before the vendor provided services in either the current or the prior Fiscal Year.

Moreover, the CSD noted that the documentation associated with Check # 61311 indicated that the total amount paid was for services provided to all three TEACH schools (and the TEACH Public School District Office) and, per the organization's Superintendent, the invoice amount was to be allocated equally among the four organizational units of TEACH Inc. However, the CSD's analysis of said documentation indicates that the four-way allocation of this expense did not occur. Instead, these costs were borne solely by the three TEACH schools (with each school charged one third of the cost, and no portion charged to TEACH Public Schools).

Further, the school's description of services provided by the other vendor referenced above (MTS-Martinez Transport Services), does not align with publicly available information posted elsewhere for this vendor. The school informed the CSD that MTS-Martinez Transport provided cleaning services to the school. However, third party information on this vendor indicates that MTS-Martinez Transport provides transportation and moving services but does not refer to cleaning services. Therefore, in the absence of an approved contract agreement, the CSD was unable to confirm the validity of the cleaning service fees charged by MTS-Martinez Transport Services to TEACH Inc. Also, based on the amounts historically spent, the school should have secured approval from its governing board in advance of any services being rendered by this vendor. Moreover, a competitive bidding process should have also occurred prior to the selection of this vendor.

The 2017 Charter School Accounting and Best Practices Manual dated 11/27/2017 and published by the Fiscal Crisis and Management Assistance Team (FCMAT) provides guidance concerning the selection and evaluation of vendors. An excerpt from FCMAT's Manual concerning this issue is summarized below.

"Vendor Selection Criteria:

The vendor selection for new or renewing vendors should be evaluated according to the following criteria:

- Pricing
  The vendor's pricing should be competitive, but it should not be the only criteria.
- Capability
  A vendor should be able to demonstrate that it is in good financial standing, has sufficient employees, equipment and facilities to perform the work required, and has the required professional licenses and experience.
- Parts and Deadlines
  The vendor should have access to the required parts and be able to meet the charter school's shipping deadlines.
- Quality Assurance
  The vendor should have an internal quality assurance program such as peer review; preference should be given to vendors that have such a program.
- References and Background Checks

  Sufficient references and background checks should be made and should reveal no problems. Search for lawsuits and proper business licenses, and match the vendor name and federal identification number.
- Warranty
  Sufficient warranty information should be available, if applicable.
- Federal and State Funding Eligibility
  When applicable, ensure that the vendor is not barred from receiving federal or state funds.

(1) Ongoing Vendor Evaluation

- Are deliveries consistently on time and in good condition?
- Is the quality of services or products consistently high?
- Are their employees and subcontractors professional to work with and knowledgeable about the product or service provided?"

The CSD recommends that the school ensure adherence to its governing board-approved fiscal policies and procedures, including the guidance provided specifying the need for complete supporting documentation and pre-approvals for purchase orders,

contracts, and other items. Further, the organization should also establish appropriate controls to ensure that all expenses are properly allocated to the correct cost centers. Moreover, the CSD recommends that the school's governing board revisit its approved fiscal policies and procedures and consider incorporating FCMAT's guidance as appropriate.

2. **Late Fees:**
Based on the CSD's review of supporting documentation related to Check # 61290, in the amount of $2,954.69, dated 7/30/18 and issued to Cell Business Equipment, the associated invoice provided indicates that a late fee of $140.70 was assessed against the school.

Page 9 of the school's fiscal policies and procedures states: "Once approved by the Executive Director, Superintendent or Chief Operating Officer, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director, Superintendent or Chief Operating Officer should be aware of invoice due dates to avoid late payments). Charter Impact will then process the invoices with sufficient supporting documentation."

The CSD recommends that the school implement procedures to track all recurring and non-recurring invoices and billing statements and ensure that all vendors are paid timely, to prevent the school from incurring additional late fees in the future.

3. **Bank Reconciliation Reports:**
Based on the CSD's review of the bank reconciliation reports for the months of April 2018 and May 2018, the CSD noted discrepancies regarding the treatment of the reconciling items referenced in the reports. Details concerning these discrepancies are summarized below.

Item #	Bank Acct #	Bank Statement Period	CSD's Comments	School's Comments
1	x7843	April 2018	The provided a report reflecting reconciled bank/book balances. However, upon the CSD's further analysis of the report, the CSD determined that an unreconciled item in the amount of $50 was not identified as a reconciling item in the report.	The April Disbursements includes a March EFT suspense item in the amount of $50 that the bank cleared in March 2018. The EFT was recorded in April 2018. The $50 amount would be included in the book balance.

2	x7835	May 2018	Check #1028 for $125 (dated 4/30/18) was reported as a cleared item in the bank statement but shown as an outstanding suspense item in the bank reconciliation report without explanation.	The bank balance is reconciled, as the suspense item was noted as a reconciling item in the bank reconciliation report. The school's procedure is the place any items it considers pending in suspense until resolved (including checks written, EFT disbursements, or deposits made in which backup documentation was not provided at the time of closing the period). Once backup documentation has been provided, the transaction will be recorded under the corresponding expense/revenue item in the school's books.

Page 10 of the school's fiscal policies and procedures states that the school's back office services provider (Charter Impact) will prepare the bank reconciliation report, verify the bank statements, and execute the related tasks. Further, Charter Impact will compare the reconciled bank balance to the cash balance reflected in the school's bank account and its general ledger (and immediately report any discrepancies to the school's Executive Director, its Superintendent, or its Chief Operating Officer).

The CSD recommends that the bank reconciliation reports be prepared, reviewed and approved in a timely manner, and include the appropriate signatures (including the printed names and titles/positions), as well as the preparation and review/approval dates, to validate the accuracy of the submitted reports.

4. **Overdraft Fees:**
The CSD noted that the school incurred an overdraft fee of $32 during the month of August 2018 on the account ending in X7835.

The school acknowledged that the overdraft fee above was the result of the school's neglect in maintaining adequate funds in its checking account. The school indicated that, going forward, it would properly monitor its cash balances to ensure that adequate funds are available to clear all checks written.

The CSD recommends the school improve its practices regarding the monitoring of cash balances and the any tracking of any checks or other debit items scheduled to clear its accounts.

5. Outstanding Checks:

The CSD noted several checks issued by the school that were outstanding for 90 days or more as of September 30, 2018. The checks in question are summarized below.

Item #	Bank Acct #	Check #	Date	Amount	Payee	# Of Days Outstanding As of 9/30/18
1	x7868	70784	2/2/2018	$752.50	Kingdom Plug Cabling Services	240
2	x7868	70869	4/20/2018	$105.05	N.G	163
3	x7843	61117	4/13/2018	$100.00	A.C	170
4	x7843	61118	4/13/2018	$1,680.00	Epic Performance Wear	170
5	x7843	61208	5/25/2018	$29.99	R.V	128

Page 10 of the school's fiscal policies and procedures states: "Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system."

The school acknowledged that the outstanding checks above were not deleted from its accounting system after 90 days because, according to the school, these checks were still considered valid. The school's rationale was the apparent practice of its financial institution that is uses for its checking account (Pac Western), which, per the school, deems checks valid until six months after the check issuance date.

The CSD recommends the school revisit its fiscal policies and procedures in this area and consider implementing practices that facilitate resolution of its outstanding checks more promptly.

6. Organizational Chart Discrepancies:

Based on the CSD's review of the school's updated fiscal policies and procedures (revised June 2018) and the associated organizational chart provided by the school, the CSD noted a lack of alignment between job titles referenced in the updated fiscal policies versus the organizational chart. Specifically, the fiscal policies reference an Executive Director position while

the organizational chart identifies this position as the Chief Executive Officer. This discrepancy was also cited in the school's 2017-2018 Annual Performance-Based Oversight Visit Report under "Other Observations."

The school stated that the Executive Director and CEO are the same individual within the organization.

The CSD recommends that school revise its fiscal policies and procedures to ensure consistency and alignment between job titles and practices referenced in the fiscal policies and procedures and the published organizational chart.

The governing board and leadership team of the charter school are responsible for managing the day-to-day operations of the school. Thus, the CSD's recommendations and/or the school's action plans concerning the above-noted findings and observations should be discussed at the school's next board meeting, but, in any event, no later than 90 days following the school's receipt of this report. After the school's next Board meeting, it is the school's responsibility to provide the CSD with its approved board meeting minutes regarding its action plans/steps, and/or proof of implementation of the mitigating actions taken by the school. The CSD staff will continue to monitor these issues through oversight.

Other Observations (Items described in this section, while not addressed in the charter school's Fiscal Policies and Procedures, are recommended for improvement to align with optimal business practices).

1. **Employee Expense Reimbursements:**
   Based on the CSD's review of documents provided by the school, the CSD noted employee reimbursements that lacked evidence of appropriate pre-approvals. The reimbursements in question are summarized below.

Item #	Check Number	Check Issuance Date	Payee	Check Amount
1	61250	6/27/2018	School Employee	$1,077.42
2	80736	6/26/2018	School Employee	$361.90

Page 7 of the school's Fiscal Policies states: "The Executive Director, Superintendent or Chief Operating Officer may authorize expenditures and may sign related contracts within the approved budget. Individuals other than those specified above are not authorized to make purchases without pre-approval."

An excerpt from FCMAT's 11/27/2017 Manual that provides guidance to charter schools regarding employee reimbursements is summarized below.

"Reimbursements for purchases and travel should be made according to guidelines set by the charter school.

Reimbursements apply to both employees and board members.

Charter school principals are responsible for reviewing and approving all reimbursements pertaining to their schools, up to $1,000.
The CFO is responsible for approving all reimbursements for $1,000 to $3,000.
The CEO is responsible for approving all reimbursements of more than $3,000.

Reimbursement steps are as follows:
Submit accurate receipts and the completed and signed reimbursement or purchasing documentation such as the original invoice, purchase request, employee expense report or reimbursement request.

Obtain authorization.

Prepare and issue reimbursement payment, and file all paperwork.

Reimbursement receipts should be submitted monthly, and any receipt older than 60 days may not be reimbursed, at the discretion of the office manager. An employee or board member may not request reimbursement for expenses for another individual or employee. Expense report forms must be filled out completely. Original receipts for items charged must accompany all reimbursement documentation. Any questions regarding completion of the expense report should be directed to the employee's supervisor, the office manager, or the accounting department.

The accounting department can help determine which account code should be used for which expenditures/ reimbursements. For example, claims for travel reimbursement must be charged to object code 5200.00.

Upon completion, the expense report and all attached documentation should be submitted to the employee's supervisor for approval. After approval, the expense report is submitted to the accounting department for processing and reimbursement. To expedite reimbursement, ensure the report is completed properly, required documentation is attached, it is properly authorized, and any unusual items are explained and documented.
For unusual items, detailed written notes are needed for the supervisor and accounting department to authorize reimbursement. All reimbursement requests must be approved by the proper manager before being submitted to the accounting department. Approvals for reimbursement requests must be obtained prior to any purchase or travel. The charter school will not be obligated to reimburse requests for which prior approval was not obtained. When the shopping or traveling is complete, the employee should return the receipts and can expect to be reimbursed if they spent

funds on items for which they obtained prior approval."

According to the school, the employee expense reimbursements referenced above were verbally approved by either the school's Executive Director or its Chief Operating Officer. The school further declared that, effective August 1, 2018, all approvals must be requested and documented through the school's online procurement software, OfficeBooks.

The CSD recommends that the school adhere to its governing board-approved fiscal policies and procedures and ensure that all purchases, including employee expense reimbursements, are pre-approved and properly documented.

Corrective Action Required:

On November 19, 2018, the CSD issued a Notice of Concern to TEACH Academy of Technologies, regarding the lack of completeness of its 2018-2019 Local Control and Accountability Plan (LCAP). The Notice requested that the school provide the following items and information:

- A revised 2018-2019 LCAP completed in accordance with the State of California Education Code § 47606.5 that addresses all applicable legal requirements;
- Evidence that the revised 2018-2019 LCAP, inclusive of the annual update to the LCAP, was reviewed and approved by the school's governing board (such as the board meeting agenda, board meeting minutes, etc.);
- Evidence that a copy of the school's revised and governing-board approved 2018-2019 LCAP, inclusive of the annual update to the LCAP, was submitted to LACOE; and
- A written explanation regarding steps that the school is taking to ensure that next year's LCAP is completed in accordance with State of California Education Code§ 47606.5, addresses all applicable legal requirements, and is submitted in a timely manner.

On December 13, 2018, the school submitted a revised LCAP to the CSD. However, the CSD's analysis of the revised LCAP revealed that the revised LCAP failed to rectify the flaws noted in November 19, 2018 Notice of Concern. On February 4, 2019, the charter operator provided a further updated LCAP, which addressed all the concerns noted by the CSD.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

Notes:

1. Reviewed independent audit report for the fiscal year ended June 30, 2018 and noted the following:
   a. Audit opinion: Unmodified
   b. Material weaknesses: None Reported
   c. Deficiencies/Findings: None Reported
2. Reviewed bank statements and bank reconciliations from April 2018 through September 2018. Selected the months of April 2018 and May 2018 for sample testing. Discrepancies were noted for further growth and/or improvement above.
   a. Pacific Western Bank, Account Ending in 7835 (Teach Academy Imprest)
   b. Pacific Western Bank, Account Ending in 7843 (Teach Academy Operating Account)
   c. Pacific Western Bank, Account Ending in 7876 (Teach Tech High Imprest)
   d. Pacific Western Bank, Account Ending in 7868 (Teach Tech High Operating)
   e. Pacific Western Bank, Account Ending in 7850 (Teach Public Schools Operating)
3. The school indicated that is has no credit cards.
4. Reviewed the following 30 checks/ACH transactions. Discrepancies were noted for further growth and/or improvement above.
   a. Check numbers: 61162, 61232, 61236, 61242, 61250, 61261, 61268, 61274, 61285, 61289, 61290, 61305, 61311, 61331, 61345, 61360, 70958, 70963, 70967, 70968, 70975, 70980, 70981, 70983, 70985, 70998, 71017, 80736, and 2 ACH transactions.
5. Per the 2017-2018 audit report, the school's cash and cash equivalents is $697,651 and total expenditures equal $4,501,166. Therefore, the school's cash reserve level is 15.50%, which exceeds the recommended 5%.
6. A copy of the charter school's organizational chart, which depicts the current reporting structure of the charter school, including but not limited to, any board member or school employee with responsibilities outlined within the charter school's financial policies and procedures was provided.
7. A Segregation of Duties review was conducted at TEACH Academy of Technologies. No discrepancies were noted.
8. TEACH Academy of Technologies did not disclose any legal actions, regulatory proceedings, or investigations which might have a material impact on their financial viability.
9. Governing board meeting minutes reflecting the presentation of financial reports, such as balance sheets, income statements, and cash flow statements were provided.
10. Governing board meeting minutes reflecting the adoption of the 2018-2019 budget were provided.
11. Governing board meeting minutes reflecting the receipt, review, and approval of interim financial reports submitted to LAUSD were provided.
12. Governing board meeting minutes reflecting the selection of the current independent auditor were provided.
13. Governing board meeting minutes reflecting the approval of the current fiscal policies and procedures were provided.
14. Governing board meeting minutes reflecting the receipt, review, and discussion of the most current Annual Performance-Based Oversight Visit report were provided.

15. Governing board meeting minutes reflecting the approval of the management fees, licensing fees, or other related party fees were not provided.
16. Governing board meeting minutes reflecting the discussion of the most current independent audit report were provided.
17. Evidence of TEACH Academy of Technologies offering STRS, PERS, and/or Social Security benefits to its employees and proof of payment was provided.
18. Equipment inventory was provided.
19. The 2018-2019 LCAP was submitted to LAUSD.
20. The EPA allocation and expenditures are posted on the charter school's website.
21. The 2017-2018 audited and unaudited actuals nearly mirror each other.

Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS (if applicable):

Fiscal Operations Rubrics

Existing School *– a charter school that has at least one annual independent audit on file with the Charter Schools Division [Possible Rating 1-4]*
New School *– a charter school that does not have an independent audit on file with the Charter Schools Division [Possible Rating 1-2]*

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.	***An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.***
Existing Schools (based on the most current annual audit): An existing school is one that has at least one annual independent audit on file with the Charter Schools Division ***REQUIRED CRITERIA*** 1. Net Assets are positive in the prior two audits; 2. The two most current audits show no material weaknesses, deficiencies and/or findings; 3. All vendors and staff are paid in a timely manner; 4. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 5. Charter school adheres to the governing board approved Fiscal Policies and Procedures; 6. Governing board adopts the annual budget;	***Existing Schools (based on the most current annual audit):*** An existing school is one that has at least one annual independent audit on file with the Charter Schools Division ***REQUIRED CRITERIA*** 1. Net Assets are positive in the most current audit; 2. The most current audit shows no material weaknesses, deficiencies and/or findings; 3. Vendors and staff are paid in a timely manner; 4. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 5. Charter school generally adheres to the governing board approved Fiscal Policies and Procedures; 6. Governing board adopts the annual budget;

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.	***An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.***
7. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 8. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 9. There is no apparent conflict of interest; 10. The EPA allocation and expenditures are posted on the charter school's website; 11. The LCAP is submitted to the appropriate agencies; 12. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals; 13. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner; and 14. Audited and unaudited actuals nearly mirror each other; and 15. There are no discrepancies cited in the Areas Noted for Further Growth and/or Improvement Note: Other circumstances and information could influence the rating and will be noted in the evaluation. ***SUPPLEMENTAL CRITERIA*** 1. Positive Net Assets exceed 4% of prior year expenditures; 2. The cash balance at the beginning of the school year is at least 5% of the prior year expenses; 3. A comprehensive website that provides at a minimum six of the following fiscal items: o Most current financial reports presented to the governing board o Employee handbook o Student handbook o Salary schedules/benefits/information o Budget development process o Governing board member information (e.g., name, contact information, position on the governing board, term expiration) and meeting dates, time, and location	7. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 8. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 9. There is no apparent conflict of interest; 10. The EPA allocation and expenditures are posted on the charter school's website; 11. The LCAP is submitted to the appropriate agencies; 12. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals; 13. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner; 14. There are no significant recurring issues; and 15. Audited and unaudited actuals nearly mirror each other. Note: Other circumstances and information could influence the rating and will be noted in the evaluation. ***SUPPLEMENTAL CRITERIA*** 1. Positive Net Assets exceed 3% of prior year expenditures; 2. The cash balance at the beginning of the school year is at least 4% of the prior year expenses; 3. A comprehensive website that provides at a minimum six of the following fiscal items: o Most current financial reports presented to the governing board o Employee handbook o Student handbook o Salaries schedule/benefits/information o Budget development process o Governing board member information (e.g., name, contact information, position on the governing board, term expiration) and meeting dates, time, and location

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.	***An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.***
○ The most current approved petition ○ Administration/school contact ○ School calendar ○ Enrollment policies and procedures ○ Fiscal policies and procedures manual 4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; 5. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting; and 6. Governing board approved LCAP is posted on the charter school's website. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	○ The most current approved petition ○ Administration/school contact ○ School calendar ○ Enrollment policies and procedures ○ Fiscal policies and procedures manual 4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; 5. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting; and 6. Governing board approved LCAP is posted on the charter school's website. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

An existing school that meets all of the Required criteria and six of the supplemental criteria listed below would be assessed eligible to be considered as Developing.	***An existing school would be assessed as Unsatisfactory based on the statements below:***
Existing Schools (based on the most current audit): An existing school is one that has at least one annual independent audit on file with the Charter Schools Division ***REQUIRED CRITERIA*** 1. Net Assets are positive, or net assets are negative with strong trend toward positive (be positive at the end of the third year, per applicable audit, and beyond); 2. Vendors and staff are paid in a timely manner; 3. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 4. Governing board adopts the annual budget; 5. The EPA allocation and expenditures are posted on the charter school's website;	***Existing Schools (based on the most current audit):*** An existing school is one that has at least one annual independent audit on file with the Charter Schools Division A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Developing. The charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide a satisfactory response. Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition. The charter school also has shown no immediate source of revenue to maintain a viable budget, nor has provided a feasible financial plan to mitigate the negative fiscal condition. The charter school's governing board members lack fiscal capacity.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

An existing school that meets all of the Required criteria and six of the supplemental criteria listed below would be assessed eligible to be considered as Developing.	***An existing school would be assessed as Unsatisfactory based on the statements below:***
6. The LCAP is submitted to the appropriate agencies; 7. Have an audit conducted annually by an independent auditing firm; and 8. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD. Note: Other circumstances and information could influence the rating and will be noted in the evaluation. ***SUPPLEMENTAL CRITERIA*** 1. The cash balance at the beginning of the school year is positive; 2. Enrollment is stable or changing at a manageable rate (Enrollment changes are reflected in annual budget and facilities); 3. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; 4. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting; 5. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 6. **Current** audit shows no material weaknesses, deficiencies and/or findings; 7. Charter school adheres to the governing board approved Fiscal Policies and Procedures; 8. There is no apparent conflict of interest; 9. Governing board approves any amendment(s) to the charter school's budget; and 10. Governing board approved LCAP is posted on the charter school's website. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Academy of Technologies**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **11/6/2018**

A new school that meets all of the Required criteria listed below would be assessed eligible to be considered as Developing.	***A new school would be assessed as Unsatisfactory based on the statements below:***
New Schools: ***REQUIRED CRITERIA*** 1. A new school is one that does not have an independent audit on file with the Charter Schools Division. 2. If enrollment is below the funding survey, the charter school has made significant adjustments in their operations to allow for the reduced income, and submitted a revised three-year budget and three-year cash flow statement. 3. Projected debt is managed efficiently and will not cause the charter school to end the fiscal year with negative net assets. The non-profit organization is financially viable to support the charter school. 4. Interim reports and unaudited actuals project: a. Positive net assets b. Expenses less than revenues c. Projected expenses and revenues have no significant variance from budget 5. As a practice, the governing board receives and reviews the charter school's financial reports as evidenced by the governing board meeting minutes. 6. The LCAP is submitted to the appropriate agencies. 7. The EPA allocation and expenditures are posted on the charter school's website, if applicable. Note: A new school is one that does not have an independent audit on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools receive a rating of 1 or 2. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	***New Schools:*** A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Developing. A charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide satisfactory response. Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition. The charter school also has shown no immediate source of revenue to maintain a viable budget, nor has provided a feasible financial plan to mitigate the negative fiscal condition. The charter school's governing board members lack fiscal capacity. Note: A new school is one that does not have an independent audit on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools receive a rating of 1 or 2. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

As of Friday 6/7	Current TEACH Students who are returning	Students who have completed enrollment	Students who are in"Process of Enrolling"	Students who have not being offered admission
5th grade	0	20	17	0
6th grade	47	24	66	0
7th grade	130	4	6	22
8th grade	122	3	5	19
Total as 4/30	299	51	94	41

	5th Grade	6th Grade	7th Grade	8th Grade	Total Enrollment
	2 cohorts of 25	5 cohorts of 28	5 cohorts of 28	5 cohorts of 28	
	37	137	140	130	444
Need	13	0	-5	0	
Target	50	137	135	130	452

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TEACH Academy of Technologies

Multi Year CAASPP Breakdown

TEACH Academy	2016-2017 ELA		2017-2018 ELA		2018-2019 ELA (Preliminary) as of 06-10-19		
Students Enrolled	309		347		411		Reporting
Students Tested	303		344		293		71%
Standard Exceeded: Level 4	3.30%	10	3.20%	11	5.46%	16	2%
Standard Met: Level 3	26.07%	79	18.60%	64	23.89%	70	5%
Standard Nearly Met: Level 2	26.07%	79	31.10%	107	26.28%	77	-5%
Standard Not Met: Level 1	44.22%	134	47.09%	162	44.37%	130	-3%
Mean Scale Score	2476.38		2466.25		2481.2		14.9
Mean Scale Score Level	Standard Not Met (1)		Standard Not Met (1)		Standard Not Met (1)		

TEACH Academy	2016-2017 Math		2017-2018 Math		2018-2019 Math (Preliminary) as of 06-10-19		
Students Enrolled	309		347		411		Reporting
Students Tested	300		339		393		96%
Standard Exceeded: Level 4	1.67%	5	2.06%	7	3.31%	13	1.24%
Standard Met: Level 3	9.00%	27	5.01%	17	7.63%	30	2.62%
Standard Nearly Met: Level 2	28.67%	86	22.71%	77	25.45%	100	2.73%
Standard Not Met: Level 1	60.67%	182	70.21%	238	63.61%	250	-6.59%
Mean Scale Score	2453.65		2424.33		2447.8		23.425
Mean Scale Score Level	Standard Not Met (1)		Standard Not Met (1)		Standard Not Met (1)		

ELA (Preliminary)				Math (Preliminary)			
Grade	Mean Scale Score	Next Tier	Level	Grade	Mean Scale Score	Next Tier	Level
5	2426	2442	2	5	2434	2455	2
6	2479	2531	3	6	2459	2473	2
7	2503	2552	3	7	2448	2484	2
8	2519	2567	3	8	2448	2504	2

Coversheet

TEACH Tech Charter High School

Section: V. School Site Reports
Item: B. TEACH Tech Charter High School
Purpose: FYI
Submitted by:
Related Material: TTCH 2019-2020 Enrollment Numbers .xlsx
CAASPP Preliminary Analysis 2018-2019_TTCHS 06-04-2019.pdf

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

TTCH 2019-2020 Enrollment Numbers .xlsx

TEACH Tech Charter HS

Multi Year CAASPP Breakdown

TEACH Tech Charter HS	2016-2017 ELA		2017-2018 ELA		2018-2019 ELA (Preliminary) as of 06-04-19		
Students Enrolled	40		61		76		Reporting
Students Tested	39		58		74		97%
Standard Exceeded: Level 4	30.77%	12	22.41%	13	13.51%	10	-3
Standard Met: Level 3	28.21%	11	39.66%	23	32.43%	24	1
Standard Nearly Met: Level 2	30.77%	12	24.14%	14	31.08%	23	9
Standard Not Met: Level 1	10.26%	4	15.52%	9	22.97%	17	8
Mean Scale Score	2606		2601.8		2566.0		Next Tier
Mean Scale Score Level	Standard Met (3)		Standard Met (3)		Standard Nearly Met: Level 2		2583

13% Increase in Students

TEACH Tech Charter HS	2016-2017 Math		2017-2018 Math		2018-2019 Math (Preliminary) as of 06-04-19		
Students Enrolled	40		61		76		Reporting
Students Tested	39		59		75		99%
Standard Exceeded: Level 4	0.00%	0	5.08%	3	1.33%	1	-2
Standard Met: Level 3	12.82%	5	10.17%	6	9.33%	7	1
Standard Nearly Met: Level 2	38.46%	15	25.42%	15	21.33%	16	1
Standard Not Met: Level 1	48.72%	19	59.32%	35	68.00%	51	16
Mean Scale Score	2541.9		2517.7		2504.0		Next Tier
Mean Scale Score Level	Standard Not Met (1)		Standard Not Met (1)		Standard Not Met (1)		2543

-24.2	-13.7
17 to 18	18 to 19

Coversheet

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Section: V. School Site Reports
Item: C. TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School
Purpose: FYI
Submitted by:
Related Material:
PCSGP HIGHER AWARD SIGNED2.pdf
TCHCNHM 2452 Annual Perf-Based Oversight Visit Report 2018-2019.pdf
TPE 2019-2020 ENROLLMENT NUMBERS.xlsx

Public Charter Schools Grant Program
Higher Grant Award Budget Proposal

Based on a review of the 2018-19 CBEDS data, the CDE can award a higher grant award to:

Charter School Name: TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Higher Grant Award Amount: $100,000

Which quarter will revisions take affect: Fiscal Year (FY) 2018–19, Quarter Four

Below are the instructions for completing the Higher Grant Award Budget Proposal Form, using the tables below:

Step 1: Enter the "Current Year Approved Budget Amount", by object code. Please refer to the current year approved budget amount, by object code, from the previously submitted QER, FY 2018–19, Quarter Two, on the Fiscal Year by Quarter tab, "Column C" to obtain the correct amount.

Step 2: Enter the higher grant award amount, by object code, into Column "3. Add Higher Grant Award". Ensure that Column 3 totals the higher grant award amount to be awarded.

Step 3: Add rows "A" through "H" together to arrive at a 4. "NEW Current Year Approved Budget Amount."

Step 4: On page two of this form, provide descriptions of items or services to be purchased, by object code, and line item. Include the unit price/or an explanation of how each line item total was arrived at. In the far-hand right column, provide a budget narrative describing how the Higher Grant Award will be used to support Educationally Disadvantaged Students (EDS).

Step 5: Await CDE approval of this proposal PRIOR to submitting subsequent QER(s).

Step 6: Upon CDE approval of this proposal, complete the FY 2018–19, Quarter Four QER, by revising "Column C" to reflect the "New Current Year Approved Budget Amount".

DO NOT add in any additional budget revisions within this proposal.

1. Expenditures by Object Code	2. Current Year Approved Budget Amount	3. Add Higher Grant Award Amount	4. New Current Year Approved Budget Amount
A. Certificated Salaries (1000-1999)	$39,502.68	0	$39,502.68
B. Classified Salaries (2000-2999)	$9,634.00	0	$9,634.00
C. Employee Benefits (3000-3999)	$8,218.44	0	$8,218.44
D. Books / Supplies (4000-4999)	$305,140.12	$100,000	$405,140.12
E. Services & Operations (5000–5999)	$40,017	0	$40,017
F. Capital Outlay(6000-6999)	0	0	0
G. Direct & Indirect (7310–7380)	Not Allowable	Not Allowable	Not Allowable

1. Expenditures by Object Code	2. Current Year Approved Budget Amount	3. Add Higher Grant Award Amount	4. New Current Year Approved Budget Amount
H. TOTAL (Sum of lines A through G)	$402,512.24	$10,000.00	$502,512.24

Public Charter Schools Grant Program
Higher Grant Award Budget Proposal

Attach additional sheets, if necessary.
Charter School Name: TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

In the table below, please provide a detailed description and explanation of how the additional higher grant award amount will be used to support Educationally Disadvantaged Students (EDS).

Expenditure by Object Code	Description of Items or Services to be purchased, using higher grant award funding. Include the unit price/ calculation	Describe how this will support EDS
Certificated Salaries (1000–1999)	Enter narrative here or delete if not needed.	Enter narrative here or delete if not needed.
Classified Salaries (2000–2999)	Enter narrative here or delete if not needed.	Enter narrative here or delete if not needed.
Employee Benefits (3000–3999)	Enter narrative here or delete if not needed.	Enter narrative here or delete if not needed.
Books / Supplies (4000–4999)	Edgenuity Online Skill Builder and Intervention Curriculum – $25,000 STEM LABS $25,000 PE Equipment -$15,000 Musical Instruments and lessons - $20,000 Art materials and lessons $15,000	Provide intervention in English and Math for out EDS via personalized instruction via NWEA Map data integration to pinpoint learning gaps. Many EDS enter elementary school with learning gaps. Provide EDS to hands on STEM, Music and Art materials for Project Based Learning. EDS are underrepresented in the STEM field and lack access to art, music and PE instruction.
Services & Operations (5000–5999)	Enter narrative here or delete if not needed.	Enter narrative here or delete if not needed.
Capital Outlay/Equipment (6000–6999)	Enter narrative here or delete if not needed.	Enter narrative here or delete if not needed.

Charter School Certification:
Site Administrator signature below indicates that you have read all assurances, certifications, and terms and conditions associated with the Federal Charter Schools Program; and you agree to continue to be in compliance with all requirements as a condition of funding.

Site Administrator Name: Matt Brown	**E-Mail Address:** Mbrown@teachps.org **Telephone:** 323-251-7719
Site Administrator Signature:	**Date Signed:** May 10, 2019
CDE Regional Consultant Name:	**Date Approved:**

LOS ANGELES UNIFIED SCHOOL DISTRICT
CHARTER SCHOOLS DIVISION

ANNUAL PERFORMANCE-BASED OVERSIGHT VISIT REPORT
2018-2019 SCHOOL YEAR
FOR
TEACH PREPARATORY CUNNINGHAM & MORRIS ELEMENTARY- 2452

Name and Location Code of Charter School

LAUSD Vision
Every student will receive a quality education in a safe, caring environment, and will be college-prepared and career-ready.

CSD Mission
The LAUSD Charter Schools Division (CSD) fosters high quality educational opportunities and outcomes for students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

CSD Core Values
We believe that our success depends on:
- Making decisions that put the interests of students first.
- Serving with high expectations, integrity, professionalism, and commitment.
- Employing authentic, responsive, and effective leadership and teamwork.
- Continuously learning as a dynamic organization.
- Building and sustaining a healthy workplace culture where high performance, diversity, and creativity thrive.
- Developing productive relationships with our charter schools and all stakeholders.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

Charter School Name:	**TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School**			**Location Code:**	**2452**
Current Address:		**City:**	**ZIP Code:**	**Phone:**	**Fax:**
1750 W. Century Boulevard		**Los Angeles**	**90074**	**(323)872-0808**	**N/A**
Current Term of Charter:			**LAUSD Board District:**	**LAUSD District:**	
July 1, 2018 to June 30, 2024			**1**	**West**	
Number of Students Currently Enrolled:	**Enrollment Capacity Per Charter:**		**Grades Currently Served:**	**Grades To Be Served Per Charter:**	
80	**400**		**TK-1**	**TK-4**	
Total Number of Staff Members:	**17**	**Certificated:**	**5**	**Classified:**	**12**
Charter School's Leadership Team Members:	**Sharon Rhee, Principal; Dr. Raul Carranza, Superintendent of Schools**				
Charter School's Contact for Special Education:	**Daniela Garcia, SPED Director**				
CSD Assigned Administrator:	**Dr. Gina T. Hughes**		**CSD Fiscal Services Manager:**	**Allan Villamor**	
Other School/CSD Team Members:	**Alberto Rivera, Field Specialist**				
Oversight Visit Date:	**March 7, 2019**		**Fiscal Review Date (if different):**		
Is school located on a District facility? If so, please indicate the applicable program (e.g. Prop 39, PSC, conversion, etc.):	**No**		**LAUSD Co-Location Campus (if applicable):**	**N/A**	
			DATE OF CO-LOCATION MEETING WITH OPERATIONS TEAM:	**N/A**	

SUMMARY OF RATINGS

(4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory

Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
3	**No Rating**	**2**	**2**

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CHARTER RENEWAL CRITERIA

In accordance with Education Code §§ 47605 and 47607, in order to renew a charter, the District must determine whether the charter school has met the statutory requirements. Pursuant to the requirements of SB 1290, the District "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." Ed. Code § 47607(a)(3)(A).

REPORT GUIDE

In conducting oversight as a charter school authorizer, the District places an emphasis on performance and compliance with applicable law, policy, and the approved charter, as well as on the lead fiduciary role of a charter school's governing board in the overall success of the school for students. Information gathered through oversight serves as part of the school's ongoing record of performance and provides important data for the CSD, LAUSD Superintendent, and ultimately the LAUSD Board of Education in making informed decisions about charter school authorization. In designing this document, the District has considered California charter school law, as well as the California State Board of Education's criteria for evaluating charter schools and the National Association of Charter School Authorizers' *Principles and Standards of Quality Authorizing*. This reporting tool provides guidelines and criteria used by the CSD to observe, record, assess, and reflect with the charter school on school performance as captured during the annual oversight visit process in these four categories:

Governance – demonstrating fulfillment of the governing board's fiduciary responsibility to effectively direct and provide oversight for the charter public school, including but not limited to enactment and monitoring of policies and procedures to ensure the school's full compliance with applicable law, policy, and the terms of the charter approved by the LAUSD Board of Education

Student Achievement and Educational Performance – demonstrating academic achievement and growth for all students

Organizational Management, Programs, and Operations – demonstrating effective leadership and implementation of the governing board's policies and procedures, as well as the school's educational program and systems and procedures for the day-to-day operations of the school

Fiscal Operations – demonstrating sound fiscal management, appropriate use of public funds, and compliance with regulatory requirements

This report, including the ratings in each category, is based on information and evidence gathered at the time of the annual oversight visit. The CSD considers evidence provided through CSD staff observations, document review, interviews, and discussion with school representatives and stakeholders. All charter schools are expected to prepare for the visit and have available, as applicable, all documentation requested in the *Annual Performance Based Oversight Visit Preparation Guide 2017-2018.* The "Sources of Evidence" sections below identify key information sources generally relevant to their respective indicators; these lists are not exhaustive, however, and some items may not be applicable to the grades served. Schools may present additional evidence as deemed relevant and appropriate. As needed, CSD staff also may request additional information and/or documentation prior to, during, and/or following the visit.

The tool employs the following four-point rubric to rate the school's performance in each category: *(4) Accomplished, (3) Proficient, (2) Developing, and (1) Unsatisfactory*. In addition, the *Summary of School Performance* section in each category captures key findings under one or more of the following headings: (1) Areas of Demonstrated Strength and/or Progress (Note: potential "promising practices" are identified within this section with an asterisk [*]); (2) Areas Noted for Further Growth and/or Improvement; and, if applicable, (3) Corrective Action Required. Under "Corrective Action Required," the CSD reports findings of material noncompliance with applicable law, LAUSD charter policy, or the school's approved charter. If the report includes any findings under "Corrective Action Required," the charter school must take immediate and appropriate steps to remedy the identified concern. In accordance with its "tiered intervention" approach to charter school non-compliance and poor performance, the CSD may also send the school appropriate notices, separate and apart from this report, to provide and document time-specific follow-up as necessary. At the other end of the spectrum of performance, any school that earns a rating of *Accomplished* in any category is encouraged to submit to the CSD a summary of those "promising practices" that the school believes have contributed to its success, in order to support the CSD's ongoing efforts to promote and facilitate reciprocal sharing of promising practices among education leaders from across the entire portfolio of LAUSD schools.

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GOVERNANCE	RATING*
Summary of School Performance	**3**

Areas of Demonstrated Strength and/or Progress

G1 – Governance Structure and Evaluation of School Leader(s): The Governing Board has substantially implemented the organizational structure set forth in the approved charter. Review of materials in binder included current and complete organization chart, CMO bylaws signed 11/13/17; roster of board members with contact information; The system for evaluation for the Chief Executive Officers and School Administrators includes a 4-point rubric from Highly Effective/Effective/Acceptable/Inadequate.

- **G2 – Brown Act:** The Governing Board complies with most material provisions of the Brown Act. Evidence of Brown Act training TPS governing board members on 11/2/18; also included were board calendar, agendas and minutes.

- **G5 – Data-Based Decision Making** – The Governing Board monitors school performance and other internal data to inform the decision making. Binder included evidence of monthly board reports 11/2/18; Dashboard report; review of attendance/enrollment/grades/ and suspension.

Areas Noted for Further Growth and/or Improvement

- **G2- Brown Act-** Currently if a member of the public wishes to access the school's board agendas and minutes on the school website a google account sign in is required. Update the website feature so the information is easily accessible to the public without the need for a google account.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

- The school did not meet its year one enrollment projection of 100 students.

NOTE: If the CSD gathers or otherwise receives substantial evidence of actual conflict(s) of interest with respect to a governing board member or person in a school leadership position (e.g. CEO or principal), a charter school shall receive a rating of 1 in this category.

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G1: GOVERNANCE STRUCTURE AND EVALUATION OF SCHOOL LEADER(S) - GOVERNANCE QUALITY INDICATOR #1

The Governing Board has implemented the organizational structure, roles and responsibilities set forth in the approved charter, including:

- Governing Board (composition, structure, roles and responsibilities) committees/councils (for example, SSC and ELAC as applicable), including but not limited to those mandated by laws or regulations
- Evaluation of school's executive level leadership

	Rubric	Sources of Evidence
Performance	☐ The Governing Board has fully implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a highly developed system for the evaluation of the school leader(s) ☒ The Governing Board has substantially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and an adequately developed system for the evaluation of the school leader(s) ☐ The Governing Board has partially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a partially developed system for the evaluation of the school leader(s) ☐ The Governing Board has not implemented the organizational structure set forth in approved charter or any mandated committees/councils, and no system for the evaluation of the school leader(s)	☒ Organization chart **(B1.1)** ☒ Bylaws **(B1.2)** ☒ Board member roster **(B1.3)** ☒ Board meeting agendas, and minutes **(B1.4)** ☒ Observation of Governing Board meeting ☒ Evidence of committee/council calendars, agendas, minutes and sign-ins ☒ Documentation related to system for evaluation of executive level administrator(s) who reports to the Board. **(B1.7)** ☐ Discussion with leadership ☐ Other: (Specify)

G2: BROWN ACT - GOVERNANCE QUALITY INDICATOR #2

The Governing Board has a system in place to ensure it is adhering to applicable open meeting requirements, which protect the public interest in transparency and help to ensure that decisions are made without apparent or actual conflicts of interest:

- Governing Board meetings occur regularly, are conducted openly, and provide opportunity for public participation in accordance with the Brown Act
- Governing Board holds its meetings at a location(s) and in a manner that complies with teleconferencing, closed session, and access and Reasonable Accommodation requirements and the public has access to the meetings from a location(s) within the jurisdictional boundaries of LAUSD, as noted in the charter petition
- Governing Board meeting agendas and minutes are posted and maintained, as appropriate, including on the school's website and in accordance with the Brown Act and with sufficient specificity

Rubric	Sources of Evidence

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Performance	☐ The Governing Board complies with all material provisions of the Brown Act ☒ The Governing Board complies with most material provisions of the Brown Act ☐ The Governing Board complies with some material provisions of the Brown Act ☐ The Governing Board complies with few material provisions of the Brown Act	☒ Board meeting agendas **(B1.4)** ☒ Board meeting calendar **(B1.5)** ☒ Brown Act training documentation **(B1.8)** ☐ Documentation of the school's agenda posting procedures **(B1.9)** ☐ Observation of Governing Board meeting ☒ Discussion with school leadership ☐ Other: (Specify)

G3: DUE PROCESS - GOVERNANCE QUALITY INDICATOR #3

***The Governing Board has systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the school's charter, and LAUSD charter policy, to honor and protect the rights of students, employees, parents, and the public in the following areas*:**

- Student discipline
- Employee grievances and discipline
- Parent/stakeholder complaint resolution
- Uniform Complaint Procedures

	Rubric	Sources of Evidence
Performance	☒ The Governing Board has highly developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public ☐ The Governing Board has well-developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public ☐ The Governing Board has partially developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public ☐ The Governing Board has minimal or no systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, in for students, employees, parents, and the public	☒ Board meeting agendas and minutes **(B1.4)** ☒ Parent-Student Handbook(s) **(B1.10)** ☒ Uniform Complaint Procedure documentation **(B1.11)** ☒ Stakeholder complaint procedure(s) **(B1.12)** ☐ H.R. policies and procedures regarding staff due process **(B1.13)** ☐ Observation of Governing Board meeting ☒ Discussion with school leadership ☐ Other: (Specify)

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G4: STAFFING - GOVERNANCE QUALITY INDICATOR #4

The Governing Board has a system in place to ensure that appropriate employment and other staffing decisions are made in accordance with applicable law and the terms of its approved charter governing qualifications, clearances and credentialing:

- The Governing Board has established policies and procedures to ensure that faculty, staff, substitute teachers, and other persons providing service in a certificated position, are appropriately credentialed, authorized and/or otherwise qualified for the positions for which they have been employed/contracted and assigned, in accordance with applicable provisions of law and the school's charter.
- The Governing Board has established policies and procedures to ensure that the school obtains all necessary employee clearances, including criminal background and tuberculosis (TB) clearances, prior to employment, and keeps all clearances current.
- The Governing Board has established policies and procedures to ensure that the school obtains, monitors, and maintains all necessary and appropriate vendor certifications/waivers regarding vendor employee clearances, including criminal background and tuberculosis (TB) clearances.
- The Governing Board has established policies and procedures regarding requirements for school volunteers, including criminal background clearances for all volunteers who perform school site services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students per AB 1667.
- The Governing Board has established and monitors policies governing whether and under what circumstances the school may consider, for paid and volunteer service, candidates who have criminal records.

	Rubric	Sources of Evidence
Performance	☒ The Governing Board has established and monitors comprehensive policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements ☐ The Governing Board has established and monitors policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements ☐ The Governing Board has established some policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements ☐ The Governing Board has established few or no policies and procedures to ensure staffing in compliance with applicable law staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements	☒ Parent-Student Handbook(s) **(B1.10)** ☒ H.R. policies and procedures regarding ESSA qualifications, credentialing, and clearance requirements **(B1.13)** ☐ Observation of Governing Board meeting ☒ Discussion with school leadership ☒ ESSA Grid ☐ Other: (Specify)

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G5: DATA-BASED DECISION-MAKING - GOVERNANCE QUALITY INDICATOR #5

The Governing Board has a system in place to ensure ongoing:

- Review and use of academic and other internal school data and information to ensure sound Governing Board decision-making in support of continuous improvement of student achievement, fiscal viability, compliance, and overall public school excellence
- Monitoring of the school's implementation of its LCAP action plans and progress toward LCAP goals

	Rubric	Sources of Evidence
Performance	☐ The Governing Board regularly monitors school performance and other internal data to inform decision-making ☒ The Governing Board monitors school performance and other internal data to inform decision-making ☐ The Governing Board inconsistently monitors school performance and other internal data to inform decision-making ☐ The Governing Board seldom monitors school performance and other internal data to inform decision-making	☒ Board meeting agendas and minutes with supporting materials and evidence of school performance and internal other data **(B1.4)** ☒ Other evidence of system for Board review and analysis of internal school data to inform decision-making **(B1.14)** ☐ Observation of Governing Board meeting ☒ Discussion with leadership ☐ Other: (Specify)

G6: FISCAL CONDITION - GOVERNANCE QUALITY INDICATOR #6

The Governing Board has a system in place to ensure fiscal viability:

- The school is fiscally strong and net assets are positive in the prior two independent audit reports.

	Rubric	Sources of Evidence
Performance	☐ The school is fiscally strong with positive net assets in the prior two independent audit reports ☐ The school is fiscally stable, with positive net assets in the most current independent audit report ☒ The school is fiscally weak and net assets are negative in the most current independent audit report, **or** the school does not have an independent audit report on file with the Charter Schools Division ☐ The school is consistently fiscally weak and net assets are negative in the prior two independent audit reports, **or** the school does not have an independent audit report on file with the Charter Schools Division	☒ Board meeting agendas and minutes **(B1.4)** ☐ Other evidence of system for Board review and monitoring of fiscal policies, procedures, budget, and finances **(B1.15)** ☐ Observation of Governing Board meeting ☒ Discussion with leadership ☐ Independent audit report(s) ☒ Other: (see Fiscal Operations section below)

G7: FISCAL MANAGEMENT AND ACCOUNTABILITY - GOVERNANCE QUALITY INDICATOR #7

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The Governing Board has a system in place to ensure sound fiscal management and accountability:

- The school adheres to the Governing Board approved fiscal policies and procedures, and does not have any areas noted for improvement.

	Rubric	Sources of Evidence
Performance	☐ The school adheres to the Governing Board approved fiscal policies and procedures, and does not have any areas noted for improvement ☐ The school generally adheres to the Governing Board approved fiscal policies and procedures, but has areas noted for improvement ☒ The school is not adhering to the Governing Board approved fiscal policies and procedures, and has areas noted for improvement, **or** has significant fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, inadequate cash flow, etc.) ☐ The school is continuously not adhering to the Governing Board approved fiscal policies and procedures, and has recurring areas noted for improvement, **or** has significant and recurring fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, inadequate cash flow, etc.)	☒ Board meeting agendas and minutes **(B1.4)** ☐ Other evidence of system for Board review and monitoring of fiscal policies, procedures, budget, and finances **(B1.15)** ☐ Observation of Governing Board meeting ☒ Discussion with leadership ☐ Independent audit report(s) ☒ Other: (see Fiscal Operations section below)

Progress on LAUSD Board of Education and/or MOU Benchmarks related to GOVERNANCE (if applicable):

N/A

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STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance	**No Rating**

2018-2019 is year one of operation for the school and therefore the school will not have ratings for A1-A8.

- A1 – SBAC Subgroup ELA - No assessment of performance for this indicator
- A2 – SBAC Subgroup Math - No assessment of performance for this indicator
- A3 - SBAC Schoolwide ELA - No assessment of performance for this indicator
- A4 – SBAC Schoolwide Math - No assessment of performance for this indicator
- A5 – English Learner Reclassification - No assessment of performance for this indicator
- A6 – "At Risk" English Learners - No assessment of performance for this indicator
- A7 – Long Term English Learners (Secondary schools) - No assessment of performance for this indicator
- A8 – Four-Year Cohort Graduation Rate - No assessment of performance for this indicator
- **A9 – Internal Assessments (Grades K, 1, 2, 9, 10 and new charter schools) –** The school has demonstrated developing levels of student achievement and progress as measured by the school's internal assessments and other school data. At the time of the oversight visit the school provided class summaries of student performance via *Acadience Reading Progress Summary Reports* that indicated of the 46 Kindergarten students 35 were at or above the benchmark; 3 were below the benchmark; and 8 were well below the benchmark. For the 18 first grade students; 13 were at or above the benchmark, 2 were below benchmark, and 3 were well below the benchmark. CSD did not have access to the school's internal assessment of math for its K-1 students.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

NOTE: Upon the State Board of Education's finalization of California's School Dashboard, CSD will determine implications for the oversight report.

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A1: SBAC SUBGROUP ELA - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #1

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all subgroups on the CAASPP ELA (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)
- In accordance with SB1290, increases in pupil academic achievement for all groups of pupils served by the charter school.

	Rubric	Sources of Evidence
Performance	☐ All subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☐ The majority of subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☐ Some subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☐ None of the school's subgroups demonstrated growth in CAASPP ELA performance from 2016/2017 to 2017/2018 ☒ No assessment of performance for this indicator	☐ SBAC report (CDE) **(B2.1)** ☐ Other: (Specify)

A2: SBAC SUBGROUP MATH - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #2

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all subgroups on the CAASPP Math (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)
- In accordance with SB1290, increases in pupil academic achievement for all groups of pupils served by the charter school,

	Rubric	Sources of Evidence
Performance	☐ All subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☐ The majority of subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☐ Some subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☐ None of the school's subgroups demonstrated growth in CAASPP Math performance from 2016/2017 to 2017/2018 ☒ No assessment of performance for this indicator	☐ SBAC report (CDE) **(B2.1)** ☐ Other: (Specify)

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A3: SBAC SCHOOLWIDE ELA - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #3

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Schoolwide ELA data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is at a rate higher than the Resident Schools Median ☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is at a rate similar to the Resident Schools Median ☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is at a rate lower than the Resident Schools Median ☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in ELA is substantially lower than the Resident Schools Median ☒ No assessment of performance for this indicator	☐ SBAC report (CDE) **(B2.1)** ☐ Review of Data Set LAUSD Office of Data & Accountability ☐ Other: (Specify)

A4: SBAC SCHOOLWIDE MATH - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #4

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Schoolwide Math data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide percentage of students who Met and Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is at a rate higher than the Resident Schools Median ☐ The schoolwide percentage of students who Met or Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is at a rate similar to the Resident Schools Median ☐ The schoolwide percentage of students who Met or Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is at a rate lower than the Resident Schools Median ☐ The schoolwide percentage of students who Met or Exceeded Standards in 3rd – 8th, 11th Grade on the SBAC in Math is substantially lower than the Resident Schools Median. ☒ No assessment of performance for this indicator	☐ SBAC report (CDE) **(B2.1)** ☐ Review of Data Set LAUSD Office of Data & Accountability (ODA) ☐ Other: (Specify)

A5: ENGLISH LEARNER RECLASSIFICATION - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #5

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- English Learner reclassification rate for 2017-2018 (CDE)

	Rubric	Sources of Evidence
Performance	☐ The school reclassifies English Learners at a rate higher than the Resident Schools Median ☐ The school reclassifies English Learners at a rate similar to the Resident Schools Median ☐ The school reclassifies English Learners at a rate lower than the Resident Schools Median ☐ The school did not reclassify English Learners ☒ No assessment of performance for this indicator	☐ Reclassification report (CDE) **(B2.1)** ☐ CELDT/ELPAC Criterion reports (CDE) **(B2.3)** ☐ Other: (Specify)

A6: "AT RISK" ENGLISH LEARNERS – (ELEMENTARY AND SECONDARY SCHOOLS) STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #6

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Providing supports for At-Risk English Learners 2017-2018 (CDE)

	Rubric	Sources of Evidence
Performance	☐ The school's percentage of "At Risk" English Learners is at rate lower than the Resident Schools Median ☐ The school's percentage of "At Risk" English Learners is at a rate similar to the Resident Schools Median ☐ The school's percentage of "At Risk" English Learners is at a rate higher than the Resident Schools Median ☐ The school's percentage of "At Risk" English Learners is at a rate that is substantially higher than the Resident Schools Median ☒ No assessment of performance for this indicator	☐ "At-Risk" by Grade report (CDE): 2017-2018 **(B2.1)**

A7: LONG TERM ENGLISH LEARNERS (LTELs) - (SECONDARY SCHOOLS) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #7

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Providing supports for Long Term English Learners 2017-2018 (CDE)

Rubric	Sources of Evidence

Performance	☐ The school's percentage of LTELs is at rate lower than the Resident Schools Median ☐ The school's percentage of LTELs is at a rate similar to the Resident Schools Median ☐ The school's percentage of LTELs is at a rate higher than the Resident Schools Median ☐ The school's percentage of LTELs is at a rate that is substantially higher than the Resident Schools Median ☒ No assessment of performance for this indicator	☐ Long-Term English Learners (LTEL) by Grade report (CDE): (2017-2018) **(B2.1)**

A8: FOUR-YEAR COHORT GRADUATION RATE - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #8

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Four-Year Cohort Graduation Rate (CDE) (high schools only)

	Rubric	**Sources of Evidence**
Performance	☐ The school's Four-Year Cohort Graduation Rate is at a rate higher than Resident Schools Median ☐ The school's Four-Year Cohort Graduation Rate is at a rate similar to the Resident Schools Median ☐ The school's Four-Year Cohort Graduation Rate is at a rate lower than the Resident Schools Median ☐ The school's Four-Year Cohort Graduation Rate is at a rate substantially lower than the Resident Schools Median ☒ No assessment of performance for this indicator	☐ Four-Year Cohort Graduation Rate (CDE) **(B2.1)** ☐ Other: (Specify) A-G passing grade requirement (e.g. C or D) **(CSD internal use only)**

***INDICATOR A9 IS ONLY APPLICABLE TO NEW CHARTER SCHOOLS WHICH DO NOT HAVE CAASPP (SBAC) SCORES AND CHARTER SCHOOLS WHICH SERVE GRADE LEVELS K, 1, 2, 9, AND 10 (*THE GRADE LEVELS WHICH ARE NOT ADMINISTERED THE CAASPP*).**

A9: INTERNAL ASSESSMENT (Grades K, 1, 2, 9, 10 and New Charter Schools) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #9

The school demonstrates student academic achievement, including progress towards closing the achievement gap, for grades K, 1, 2, 9 and 10 or as a new school with no CAASPP data as measured by:

- The school's internal assessments (with analysis of results) by subgroups and grade-levels
- Other academic achievement data gathered or produced by the school, such as Advanced Placement examination participation and passage rates, A-G requirements progress and completion rates, high school graduation rates, and college acceptance rates
- Results of internal assessments show growth in student achievement in ELA and Math

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NOTE: For purposes of evaluation of school performance for this indicator, the CSD will consider data derived from assessments for which the school can provide evidence of validity/reliability. For commonly used and recognized assessments this would not be necessary (for example, NWEA, DIBELS, Stanford 10, Illuminate, or SBAC Interim assessments).

	Rubric	Sources of Evidence
Performance	☐ The school has demonstrated accomplished levels of student achievement and progress as measured by school's internal assessments and other school data that are regularly monitored and analyzed and that reflect significant growth in student achievement in ELA and Math for all subgroups in all grade-levels ☐ The school has demonstrated proficient levels of student achievement and progress as measured by school's internal assessments and other school data that are regularly monitored and analyzed and that reflect moderate growth in student achievement in ELA and Math for the majority of subgroups and grade-levels. ☒ The school has demonstrated developing levels of student achievement and progress as measured by school's internal assessments and other school data that are regularly monitored and analyzed and that reflect limited growth in student achievement in ELA and Math for some subgroups and grade-levels ☐ The school has demonstrated unsatisfactory levels of student achievement and progress as measured by school's internal assessments and other school data and that reflect no growth or a decline in student achievement in ELA and Math for the majority of subgroups and grade-levels, or the school has not collected and/or analyzed and monitored internal assessment or other academic achievement data. ☐ No assessment of performance for this indicator.	☒ Internal academic performance and progress data and information **(B2.2)** ☒ School Internal Assessment Data Report or equivalent **(B2.2)** ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

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CALIFORNIA SCHOOL DASHBOARD STATE PRIORITIES

Summary of School Performance

*Indicators A10-A19 reflect the school's ratings on the Dashboard. For Indicators A10 –A19 the school's ratings on the California School Dashboard will not impact the overall Student Achievement and Educational Performance Rating for 2018-2019 oversight but will provide informational areas of focus. California School Dashboard Indicators will not figure into 2018-2019 oversight ratings.

Blue ***Green*** ***Yellow*** ***Orange*** ***Red***

A10: Priority 4-3.1 Student Achievement Academic Indicator (Grades 3-8) Distance from Level 3 English Language Arts

The school has achieved the performance level of N/A.

A11: Priority 4-3.2 Student Achievement Academic Indicator (Grades 3-8) Distance from Level 3 Mathematics

The school has achieved the performance level of N/A.

A12: Priority 4-3.5 Student Achievement English Learner Progress Indicator

The school has achieved the performance level of N/A.

A13: Priority 5-3.7 Student Engagement- Chronic Absenteeism Indicator

The school has achieved the performance level of N/A.
this indicator will be available Fall 2018

A14: Priority 6-3.8 School Climate- Suspension Rate (K12) Indicator

The school has achieved the performance level of N/A.

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HIGH SCHOOLS ONLY:
A16: Priority 4-3.3 Student Achievement Academic Indicator (Grade 11) Distance from Level 3 English Language Arts **The school has achieved the following status_____ and change_____**
A17: Priority 4-3.4 Student Achievement Academic Indicator (Grade 11) Distance from Level 3 Mathematics **The school has achieved the following status_____ and change_____**
A18: Priority 5-3.6 Student Engagement-Graduation Rate Indicator **The school has achieved the performance level of _____**
A19: Priority7 & 8-3.9 Access to and Outcomes in a Broad Course of Study-College/Career Indicator **The school has achieved the following status_____**
NOTES:

Progress on LAUSD Board of Education and/or MOU Benchmarks related to STUDENT ACHIEVEMENT (if applicable):

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ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	**2**

2018-2019 is year one of operation for the school, therefore the following scores are based on the school currently serving grades TK-1 only.

- **O6 – Special Education:** The school has a well-developed system in place for full implementation and monitoring of its special education processes and program. The school currently has four students with IEPs at this stage of school operations.

- **O7 – School Climate and Student Discipline**: The school has a partially developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy. The school serves less than a third of the student population approved in its charter petition. Moreover, those grades served are at the primary levels where each class seems to have a varied system to manage student behavior. During classroom visitations, the principal reiterated her expectations that teachers create environments that promote positive relationships Additionally, the CMO's ***Essence of Commitment Character Pillars*** *of Dignity, Self-Discipline, Respectful Behavior, Hard Work, Cooperation, Kindness, Integrity, Creative Problem Solving, Fairness and Community & Personal Responsibility* serve as the foundational principles upon which all climate and disciplinary actions are decided.

- **O8 – Professional Development**: The school has implemented a professional development plan for teachers and other staff that supports instructional practices. Topics include targeting students needs, and aligns with the education program set forth in the charter such as Readers and Writers Workshop, project based learning. The school's calendar indicates that the organization allocates time for the professional development of its teaching staff on a weekly basis.

- **O9 – Stakeholder Communication and Involvement:** The school has a well-develop stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns. The schools website, use of PowerSchool, and Illuminate, a web based student information system has served as the primary tools used by the school to promote involvement and engage its stakeholders.
- **O12 – Clearances and Credentialing Compliance:** The school has fully implemented and continually monitors systems and procedures that maintain 100% compliance with applicable law.

Areas Noted for Further Growth and/or Improvement

- **O1 – School Safety and Operations: School Safety Plan and Procedures:** The school has a partially developed system in place to ensure protection of students and staff health and safety. The school had limited evidence of emergency evacuation practice drills for fire, earthquake, and shelter-in-place. However, review of ESSA grid served as evidence of staff and other mandated reporters having received training on child abuse awareness and reporting in accordance with the requirements of AB1432.

- **O3 – Standards-Based Instruction:** The school has partially implemented grade-level appropriate standards-based instruction. While the school was able to provide evidence of standards based curriculum and other instructional materials, the extent to which student achieve grade level mastery in a standard based instructional program will be directly related to the proficiency of its teachers to execute and deliver a rigorous program. To this end, the school is demonstrating developing levels.

- **O4 – Meeting the Needs of all students; Subgroup Data Analysis:** The school has partially implemented the components of the charter's instructional program designed to meet the learning needs of all students. Currently enrolled at the school are students in TK-1st only, many of the instructional needs of the students are being assessed. The school continues to create systems that ensures the accurate monitoring of students performance, and systems to address the needs of its students as determined by their performance data. The school provided evidence of summative reports on students' progress thus far, but the reports did not include the performance of its numerically significant subgroups.

- **O5 – Implementation of Key Features of Educational Program**: The school has minimally implemented the key features of the educational program. The school currently serves only two of the five grades as outlined in the charter petition.

- **O11 – Evaluation of School Staff:** The school has a partially developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement. At the time of the oversight visit, the school had three teachers that were hired by the founding principal who is no longer with the organization. The current principal reports that teachers are selected and evaluated based upon their ability to create and implement Common Core State Standards aligned lesson plans. Formal and informal observations are conducted weekly to provide ongoing feedback to the teaching staff.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

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NOTE: A charter school shall receive a rating of 1 in this category for any of the following reasons: (1) Failed to have Health, Safety, and Emergency Plan in place; (2) Failed to conduct child abuse mandated reporter training in accordance with AB 1432; (3) Failed to complete criminal background clearances for all new staff (as defined on the ESSA Grid) prior to employment; or (4) Failed to obtain DOJ clearance certification, as appropriate, from a vendor. A charter school cannot receive a rating in this category greater than 2 if any teacher of the core instructional program is not appropriately credentialed and assigned per legal requirements and the school's current approved charter.

O1: SCHOOL SAFETY AND OPERATIONS: SCHOOL SAFETY PLAN AND PROCEDURES - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #1

The school has a system in place to ensure that:

- The school has a current site-specific comprehensive Health, Safety, and Emergency Plan
  (Note: for co-locations, the charter school complies with the District school's Health, Safety and Emergency Plan)
- The school is able and prepared to implement its emergency procedures in the event of a natural disaster or other emergency (includes threat assessment protocol)
- School staff and other mandated reporters working on behalf of the school receive timely training on child abuse awareness and reporting in accordance with the requirements of AB 1432
- School staff receives annual training on the handling of bloodborne pathogens
- The school has a Visitor's policy and it's visible in the main office
- A Pupil Suicide Prevention Policy (grades 7-12) is in place, in compliance with AB 2246

Rubric	Sources of Evidence

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Performance	☐ The school has a highly developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety ☐ The school has a well-developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety ☒ The school has a partially developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety ☐ The school has a minimal or no system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety	☒ Parent-Student Handbook(s) **(B1.10)** ☐ Comprehensive Health, Safety, and Emergency Plan **(B3.1b)** ☒ Evacuation route maps **(B3.1b)** ☐ Documentation of emergency drills and training **(B3.1c)** ☒ Evidence of provision and location of onsite emergency supplies **(B3.1c)** ☐ Evidence of AB 2246 implementation (grades 7-12) **(B3.1e)** ☒ Child abuse mandated reporter training documentation **(B3.1d and B3A.4)** ☒ Bloodborne pathogens training documentation **(B3.13 and B3A.4)** ☒ *Certification of Clearances, Credentialing, and Mandated Reporter Training 2018-2019* ("ESSA Grid") **(B3A)** ☒ Site/classroom observation ☐ Discussion with school leadership ☐ Other: (Specify)

O2: HEALTH AND SAFETY - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #2

The school has a system in place to ensure that:

- For each school site, the school has a current site-specific Certificate of Occupancy or equivalent that authorizes the current use of the site
- School provides documentation of student immunization and
- School provides documentation of health screening per applicable law and terms of the charter
- School maintains an emergency epinephrine auto-injectors ("epi-pen") onsite and has provided training to volunteer staff member(s) in the storage and emergency use of the epi-pen

Rubric	Sources of Evidence

LAUSD CHARTER SCHOOLS DIVISION

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Performance	☐ The school has a highly developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens ☒ The school has a well-developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens ☐ The school has a partially developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens ☐ The school has a minimal or no system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens	☒ Parent-Student Handbook(s) **(B1.10)** ☒ Certificate of Occupancy or equivalent **(B3.2a)** ☐ Evidence of student immunization **(B3.2b)** ☒ Evidence of health screening **(B3.2b)** ☒ Epi-pen documentation **(B3.2c)** ☒ Discussion with school leadership ☐ Other: (Specify)

O3: STANDARDS–BASED INSTRUCTION - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #3

The school has:

- Implemented standards-based instruction schoolwide in accordance with the California academic content standards, including the California Common Core State Standards (CA CCSS), that are applicable to the grade levels served
- Demonstrated evidence of implementation of the California Next Generation Science Standards
- Obtained WASC accreditation (high schools only)
- Implemented a system to monitor student progress toward and completion of graduation and A-G requirements (high schools only)
- Received UC/CSU approval of courses (UC Doorways) (high schools only)

Rubric	Sources of Evidence



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Performance	☐ The school has fully-implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS ☐ The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS ☒ The school has partially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS ☐ The school has minimally implemented, or not at all, grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS	☒ Evidence of standards-based instructional materials **(B3.3a)** ☐ Evidence of implementation of CA NGSS (**B3.3a**) ☒ LCAP (**B3.3b**) ☐ Evidence of technology readiness to administer CAASPP assessments **(B3.3c) *new schools only** ☐ WASC documentation **(B3.3d)** ☐ UC Doorways course approval documentation **(B3.3d)** ☒ Evidence of implementation of Transitional Kindergarten **(B3.3i)** ☒ Professional development documentation **(B3.4b)** ☒ Classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

O4: MEETING THE NEEDS OF ALL STUDENTS; SUBGROUP DATA ANALYSIS - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #4

The school:

- Implements the differentiation, intervention, and other instructional strategies and approaches described in the charter designed to meet the learning needs of all students, including all subgroups identified in the school's LCAP and by CDE
- Disaggregates and analyzes data on a regular basis to address individual student needs
- Implements, monitors, and modifies, as appropriate, its Master Plan for English Learners (EL identification, designated and integrated ELD instruction, progress monitoring, assessment, and reclassification)
- Has appointed a designee to assist and support foster youth

Rubric	Sources of Evidence

Performance	☐ The school has fully implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and modifies instruction based on data analysis ☐ The school has substantially implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and generally modifies instruction based on data analysis ☒ The school has partially implemented the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and partially modifies instruction based on data analysis ☐ The school has minimally implemented, or not at all, the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and does not consistently modify instruction based on data analysis	☐ Evidence of standards-based instructional program **(B3.3a)** ☒ LCAP **(B3.3b)** ☒ Professional development documentation **(B3.4b)** ☐ Evidence of intervention and support for all students, including but not limited to foster youth, at-risk students, and high performing students **(3.3j)** ☐ Implementation of the school's English Learner Master Plan **(B3.3b)** ☒ Evidence of implementation of data analysis system program **(B2.2)** ☒ School Internal Assessment Data Report, or equivalent **(B2.2)** ☒ Classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

O5: IMPLEMENTATION OF KEY FEATURES OF EDUCATIONAL PROGRAM - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #5

The school has implemented the key features components of the educational program described in the school's charter

	Rubric	**Sources of Evidence**
Performance	☐ The school has fully implemented the key features of the educational program described in the charter ☐ The school has substantially implemented the key features of the educational program described in the charter ☐ The school has partially implemented the key features of the educational program described in the charter ☒ The school has minimally implemented, or not at all, the key features of the educational program described in the charter	☐ Professional development documentation **(B3.4b)** ☐ Evidence of implementation of key features of educational program **(B3.3k)** ☒ Classroom observation ☒ Discussion with school leadership ☐ Other: (Specify)

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O6: SPECIAL EDUCATION - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #6

The school has a system in place to ensure that the school:

- Provides special education programs and services in accordance with students' IEPs and the terms of the Modified Consent Decree
- Provides special education training for staff in accordance with requirements of the Modified Consent Decree
- Conducts a special education self-review annually, using the Special Education Self-Review Checklist
- Maintains timely IEP timeline records and accurate service provision records in Welligent

	Rubric	Sources of Evidence
Performance	☐ The school has a highly developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree ☐ The school has a well-developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree ☐ The school has a partially developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree ☐ The school has a minimal or no system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements, including the Modified Consent Decree	☐ Parent-Student Handbook(s) **(B1.10)** ☐ Professional development documentation **(B3.4b)** ☐ Evidence of intervention and support for students with disabilities **(B3.3j)** ☐ Self-Review Checklist **(B3.4a)** ☐ Other special education documentation **(B3.4a)** ☐ Consultation with Charter Operated Programs office ☐ Welligent reports and/or other MCD documentation, including from the Division of Special Education **(B3.4a)** ☐ Classroom observation ☐ Discussion with school leadership ☐ Other: (Specify)

O7: SCHOOL CLIMATE AND STUDENT DISCIPLINE - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #7

The school has a school climate and schoolwide student discipline system in place to ensure that the school's practices:

- Align with the principles of the District's Discipline Foundation Policy and School Climate Bill of Rights Resolution, including but not limited to, tiered behavior intervention, alternatives to suspension, and schoolwide positive behavior support, data monitoring and, includes a discipline system complaint process
- Provide positive opportunities for student wellness, growth and success, aimed at making the school safe, welcoming, supportive and inclusive
- Minimize discretionary suspensions and expulsions
- Reduce or eliminate suspension disproportionality for student subgroups

Rubric	Sources of Evidence

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Performance	☐ The school has a highly developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☒ The school has a well-developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a partially developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights ☐ The school has a minimally developed or no school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights	☒ Parent-Student Handbook(s) **(B1.10)** ☒ LCAP **(B3.3b)** ☐ Professional development documentation **(B3.4b)** ☒ Evidence of implementation of school climate and student discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights principles **(B3.4c)** ☐ Evidence of implementation of tiered behavior intervention, such as SST/COST **(B3.4c)** ☐ Evidence of implementation of alternatives to suspension **(B3.4c)** ☒ Evidence of implementation of schoolwide positive behavior support system **(B3.4c)** ☒ Evidence of data monitoring **(B3.4c)** ☐ LAUSD ODA suspension and expulsion data reports **(B2.1)** ☐ Interview of stakeholders ☒ Discussion with school leadership ☐ Other: (Specify) ☐ Suspension rates, and disproportionality rates

O8: PROFESSIONAL DEVELOPMENT - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #8

The school:

- Has a schoolwide professional development plan for teachers and other staff that supports the educational program set forth in the charter and targets identified needs
- Provides faculty and other instructional staff with professional development opportunities to improve instructional practice
- Provides opportunities for teachers to collaborate regularly for the purpose of planning and improving curriculum and instruction

Rubric	Sources of Evidence

Performance	☐ The school has fully implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter ☒ The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter ☐ The school has partially implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter ☐ The school has not implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter	☒ LCAP **(B3.3b)** ☐ Professional development documentation (e.g. professional development calendar, agendas and sign-ins) **(B3.4b)** ☐ Interview of teachers and/or other staff ☒ Discussion with school leadership ☐ Other: (Specify)

O9: STAKEHOLDER COMMUNICATION AND INVOLVEMENT - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #9

The school has a stakeholder communication system for gathering input, facilitating and encouraging involvement, sharing information, and resolving concerns, which:

- Engages in communication that notifies parents and other stakeholders of the process for resolving concerns, including how they may contact board members, and supports students, families, and other stakeholders in effectively resolving concerns
- Provides all stakeholders (e.g., parents/guardians, students, and teachers) with appropriate, accessible and relevant information about individual student and schoolwide academic progress and performance
- Informs parents of high school students about transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements (high schools only)
- Provides parents, teachers, and students with meaningful opportunities for involvement and engagement that meet the requirements and goals of applicable federal and state law, the school's charter, and the school LCAP

Rubric	Sources of Evidence
☐ The school has a highly developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns ☒ The school has a well-developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns	☒ Parent-Student Handbook **(B1.10)** ☒ LCAP **(B3.3b)** ☒ Evidence of stakeholder consultation **(B3.4d)** ☒ Evidence of parent/stakeholder involvement and engagement **(B3.4d)**

Performance	☐ The school has a partially developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns ☐ The school has a minimal or no stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns	☐ Evidence of sharing accessible and relevant information about individual student and schoolwide academic progress and performance with all stakeholders as appropriate **(B3.4d)** ☐ Evidence of communication to parents and other stakeholders of complaint resolution process(es) **(B3.4d)** ☐ Evidence that parents are informed about transferability of courses/course credit and eligibility to meet A-G requirements **(B3.4d)** ☐ Evidence of provision of stakeholder access to school's approved charter **(B3.4d)** ☐ Interview of stakeholders ☐ Discussion with school leadership ☐ Other: (Specify)

O10: STAKEHOLDER COMMUNICATION AND TRANSPARENCY- ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #10

The school's documents that are available both manually and electronically (website preferred) serve as a vehicle for transparency through its displays and provision of information.

- Information is easily accessible to the public and school stakeholders
- UCP and all complaint procedures
- Title IX information in accordance with SB 1375**
- AB 2246 Suicide Prevention applicable posting (Gr 7-12)
- Applicable categories described in Charter School Transparency Resolution

**required on website

Rubric	Sources of Evidence
☐ The school has a highly developed communication system to share information with stakeholders, that is easily accessible via its documents available both manually, electronically and on its website ☐ The school has a well-developed communication system to share information with stakeholders via its documents available both manually, electronically and on its website ☒ The school has a partially developed communication system to share information with stakeholders via its documents available manually/electronically or on its website ☐ The school has a minimally developed communication system to share information with stakeholders with limited to no availability of documents manually/electronically or on its website	☒ Review of the availability of information to the public/stakeholders **(B3.4e)** for: • SB 1375 Information • UCP Procedure and Forms • Complaint Forms • AB 2246 (grades 7-12) • LCAP • Financial Audit • Student Demographics

	• Student Achievement Information

O11: EVALUATION OF SCHOOL STAFF - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #11

The school has a system in place for the evaluation of school staff designed to ensure that:

- the school's educational program yields high student achievement
- the school complies with all applicable legal requirements

	Rubric	Sources of Evidence
Performance	☐ The school has a highly developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a well-developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☒ The school has a partially developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements ☐ The school has a minimal or no system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements	☐ Evidence of staff evaluation system **(B3.4f)** ☒ Discussion with school leadership ☐ Other: (Specify)

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O12: CLEARANCES AND CREDENTIALING COMPLIANCE - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #12

The school is in compliance with applicable law and the terms of its approved charter regarding clearances and credentialing:

- All certificated staff are fully credentialed, including EL authorizations, and appropriately assigned as authorized by their credentials at all times
- The school has obtained all necessary employee clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to employment, and keeps all clearances current
- The school has obtained all necessary vendor clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to the provision of service, and keeps all clearances current
- The school has conducted volunteer clearances in accordance with applicable law and policy, including criminal background clearances for all volunteers who perform schoolsite services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students

	Rubric	Sources of Evidence
Performance	☒ The school has fully implemented and continually monitors systems and procedures that maintain 100% compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements at all times ☐ The school has implemented and monitors systems and procedures that maintain substantial compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements ☐ The school has partially implemented and intermittently monitors systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements ☐ The school has not implemented and/or does not monitor systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements	☒ *Certification of Clearances, Credentialing, and Mandated Reporter Training 2018-2019* form ("ESSA Grid") **(B3A.1a)** ☒ Staff rosters and school master schedule (**B3A.1 b and c)** ☒ Custodian(s) of Records documentation **(B3A.1d)** ☒ Criminal Background Clearance Certifications **(B3A.2)** ☒ Teaching credential/authorization documentation **(B3A.2a)** ☒ Vendor certifications **(B3A.5)** ☐ Volunteer (TB) risk assessment/clearance certification **(B3A.6)** ☒ Discussion with school leadership ☐ Other: (Specify)

Progress on LAUSD Board of Education and/or MOU Benchmarks related to ORGANIZATIONAL MANAGEMENT (if applicable):

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2452	2015-16					2016-17					2017-18				
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials
Cash and Cash Equivalents		0	0	0	0		0	0	0	0		0	0	0	0
Current Assets		0	0	0	0		0	0	0	0		0	0	0	0
Fixed and Other Assets		0	0	0	0		0	0	0	0		0	0	0	0
Total Assets		0	0	0	0		0	0	0	0		0	0	0	0
Deferred Outflow		0	0	0	0		0	0	0	0		0	0	0	0
Current Liabilities		0	0	0	0		0	0	0	0		0	0	0	0
Long Term Liabilities		0	0	0	0		0	0	0	0		0	0	0	0
Total Liabilities		0	0	0	0		0	0	0	0		0	0	0	0
Unfunded OPEB Liabilities/Deferred Inflow		0	0	0	0		0	0	0	0		0	0	0	0
Net Assets		0	0	0	0		0	0	0	0		0	0	0	0
Total Revenues	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenditures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Income / (Loss)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Transfers In (Out) and Sources / Uses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Assets, Beginning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adj. for restatement / Prior Yr Adj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Assets, Beginning, Adjusted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Assets, End	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

2452	Audited Financials					2018-19				
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	2014-15	2015-16	2016-17	2017-18	2018-19	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials
Cash and Cash Equivalents	0	0	0	0	0		0	222,576	0	0
Current Assets	0	0	0	0	0		0	327,366	0	0
Fixed and Other Assets	0	0	0	0	0		0	10,608	0	0
Total Assets	**0**	**0**	**0**	**0**	0		0	337,974	0	0
Deferred Outflow	0	0	0	0	0		0	0	0	0
Current Liabilities	0	0	0	0	0		0	14,940	0	0
Other Long Term Liabilities	0	0	0	0	0		0	15,934	0	0
Unfunded OPEB Liabilities/Deferred Inflow	0	0	0	0	0		0	0	0	0
Total Liabilities	0	0	0	0	0		0	30,874	0	0
Net Assets	**0**	**0**	**0**	**0**	0		**14,225**	**307,100**	**0**	**0**
Total Revenues	0	0	0	0	0	0	1,107,816	1,463,280	0	0
Total Expenditures	0	0	0	0	0	0	1,093,591	1,156,180	0	0
Net Income / (Loss)	0	0	0	0	0	0	14,225	307,100	0	0
Operating Transfers In (Out) and Sources / Uses	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	**0**	**0**	**0**	**0**	**0**	**0**	**14,225**	**307,100**	**0**	**0**
Net Assets, Beginning	0	0	0	0	0	0	0	0	0	0
Adj. for restatement / Prior Yr Adj	0	0	0	0	0	0	0	0	0	0
Net Assets, Beginning, Adjusted	0	0	0	0	0	0	0	0	0	0
Net Assets, End	**0**	**0**	**0**	**0**	**0**	**0**	**14,225**	**307,100**	**0**	**0**

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

FISCAL OPERATIONS	RATING
You have been assessed by the Fiscal Oversight team and you are receiving the rating of *2*, *Developing*. **Other circumstances and information could influence the rating and are noted in this evaluation.**	**2**
TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary opened in August 2018 and currently serves students in grades TK-1. A student count visit was conducted on August 30, 2018, which revealed that the school had a current enrollment of 78 students, which was below the projected enrollment referenced in the three-year budget submitted with the school's charter petition. Based on the Charter Schools Division's (CSD) observation that the school's current enrollment was significantly below its projected enrollment, the CSD requested a revised three-year budget from the school. TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary's fiscal condition is developing. The school is in its first year of operation, so there is no independent audit report on file with the Charter Schools Division. According to TEACH, Inc.'s independent audit report dated June 30, 2018, during Fiscal Year 2017-2018, TEACH, Inc. operated two schools (TEACH Tech Charter High, and TEACH Academy of Technologies). During Fiscal Year 2018-2019, with the opening of TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary, TEACH, Inc. operating three schools, all of which are authorized by the Los Angeles Unified School District (LAUSD). TEACH, Inc. is a California nonprofit public benefit corporation comprised of TEACH Public Schools, Inc. (the Charter Management Organization), and the three LAUSD-authorized charter schools referenced above. In addition, TEACH Inc. operates Cunningham & Morris, LLC, which is a nonprofit corporation formed for the purpose of securing financing, negotiating real estate purchases, developing school sites, and administering school facility leases on behalf of the organization. Cunningham & Morris, LLC is managed by TEACH, Inc. under a separate operating agreement. TEACH, Inc.'s fiscal condition is positive. TEACH, Inc., its related entities, and its charter schools reported positive net assets of $1,790,494 and a net loss of ($316,341). TEACH Inc., without its charter schools, reported positive net assets of $41,442 and a net loss of ($214,366). According to TEACH Public Schools, Inc., TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary pays monthly management fees of 8% to TEACH Public Schools, Inc. for administrative services such as: creating, preparing, and submitting the school's charter petitions, facilities costs, professional development, fiscal and compliance reporting, developing and executing fundraising efforts, providing guidance relating to the curriculum, and providing or contracting for office and other services including accounting, payroll, human resources and billing, marketing, public relations, and information technology support. These management fees are calculated based on the total revenues of the schools that TEACH Public Schools, Inc. operates.	
Areas of Demonstrated Strength and/or Progress: 1. The school's fiscal condition is developing. The 2018-2019 Second Interim report submitted by the school projected positive net assets.	

	2014-2015 (Audited Actuals)	2015-2016 (Audited Actuals)	2016-2017 (Audited Actuals)	2017-2018 (Audited Actuals)	2018-2019 (Second Interim)
Net Assets	N/A	N/A	N/A	N/A	$307,100
Net Income/Loss	N/A	N/A	N/A	N/A	$307,100
Transfers In/Out	N/A	N/A	N/A	N/A	$0
Prior Year Adjustment(s)	N/A	N/A	N/A	N/A	$0

Areas Noted for Further Growth and/or Improvement:

Through conducting fiscal oversight and analyzing the data below, the Charter Schools Division (CSD) requests and receives fiscal documents from TEACH Public Schools, Inc., including bank statements, bank reconciliations, credit card statements, and check registers for the three TEACH Public Schools, Inc. charter schools that are currently authorized by LAUSD. The CSD reviews these financial documents and a sampling of checks across these TEACH Public Schools, Inc. charter schools, to assess overall compliance with TEACH Public Schools, Inc.'s Fiscal Policies and Procedures. Any areas noted for further growth and/or improvement relating to TEACH Public Schools, Inc.'s and its charter schools' overall compliance to the aforementioned manual are indicated within each charter school's Annual Performance-Based Oversight Visit Report, which may or may not have been experienced by the specific TEACH Public Schools, Inc. school named above. Lastly, any exceptions related to the fiscal condition and/or the segregation of duties reviews are school-specific and reviewed separately for each TEACH Public Schools, Inc. charter school.

1. **Lack of Proper Procurement Procedures:**
   Based on the CSD's review of a sample of 30 checks/ACH transactions and supporting documentation, the CSD noted a check issued to a vendor that was not supported by a purchase order and showed no evidence of pre-approval (Check # 71107, in the amount of $395.56, dated 09/21/2018 and made payable to Scholastic Inc.).

Page 7 of the school's fiscal policies and procedures states: "The Executive Director, Superintendent or Chief Operating Officer may authorize expenditures and may sign related contracts within the approved budget. Individuals other than those specified above are not authorized to make purchases without pre-approval."

The CSD also noted payments issued to vendors during the current year whereby the total amounts paid to these vendors during the 12-month period spanning from October 2017 through September 2018 exceeded the school's $50,000 threshold yet were not supported by board approvals (Check # 61242, in the amount of $2,260.11, dated 6/26/2018 and made payable to Teachers On Reserve, and Check # 61311, in the amount of $19,175.00, dated 8/15/2018 and made payable to MTS- Martinez Transport Services). The aforementioned 12-month summary of vendor payments in question is provided below.

Item #	Vendor	Description of Services	Payments Made During First 3 Months of FY 2018-2019	Payments Made During Last 9 Months of FY 2017-2018	CSD's Comments	TEACH Public Schools Inc.'s Response
1	Teachers On Reserve	Substitute Teacher Services	$12,907.67	$98,343.29	No evidence of Board approval, no contract/ agreement, and no bidding documentation.	No contract/agreement exists. This vendor provides daily substitute personnel on an as-needed basis. While the total expenditures exceed $50K, no individual transaction exceeds the required threshold for board approval.
2	MTS-Martinez Transport Services	Monthly Cleaning Services for TEACH Public Schools, its District Office, and its three LAUSD charter schools.	$137,515.00	$10,500.00	No evidence of Board approval, no contract/ agreement, and no bidding documentation.	This vendor provides à la carte services on an as-needed basis. While the total expenditures exceed $50K, no individual transaction exceeds the required threshold for board approval.

Page 6 of the school's fiscal policies and procedures states: "Except as otherwise provided in these policies, the Executive Director, Superintendent or Chief Operating Officer may enter into contracts and agreements not to exceed $50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of $50,000 must be submitted for board approval and may be executed by the Executive Director, Superintendent or Chief Operating Officer or other person specifically designated by the Board after the Board has duly approved the contract or agreement."

Page 7 of the school's fiscal policies and procedures states that all purchases over $50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. This policy further states that the Executive Director, Superintendent or Chief Operating Officer shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted, and such documentation shall be maintained for three years. All purchases in excess of $50,000 must be bid by a board-approved process, except in the case of emergencies pertaining to the purchase of emergency response supplies, equipment, or services.

While the total costs of the vendor services referenced above have tended to fluctuate to some degree, the CSD's analysis of the school's historical data indicates that the total annual payments issued to these vendors typically exceeds the $50,000 threshold. Given this history, the school should have sought advance approval from its governing board prior to incurring these costs before the vendor provided services in either the current or the prior Fiscal Year.

Moreover, the CSD noted that the documentation associated with Check # 61311 indicated that the total amount paid was for services provided to all three TEACH schools (and the TEACH Public School District Office) and, per the organization's Superintendent, the invoice amount was to be allocated equally among the four organizational units of TEACH Inc. However, the CSD's analysis of said documentation indicates that the four-way allocation of this expense did not occur. Instead, these costs were borne solely by the three TEACH schools (with each school charged one third of the cost, and no portion charged to TEACH Public Schools).

Further, the school's description of services provided by the other vendor referenced above (MTS-Martinez Transport Services), does not align with publicly available information posted elsewhere for this vendor. The school informed the CSD that MTS-Martinez Transport provided cleaning services to the school. However, third party information on this vendor indicates that MTS-Martinez Transport provides transportation and moving services but does not refer to cleaning services. Therefore, in the absence of an approved contract agreement, the CSD was unable to confirm the validity of the cleaning service fees charged by MTS-Martinez Transport Services to TEACH Inc. Also, based on the amounts historically spent, the school should have secured approval from its governing board in advance of any services being rendered by this vendor. Moreover, a competitive bidding process should have also occurred prior to the selection of this vendor.

The 2017 Charter School Accounting and Best Practices Manual dated 11/27/2017 and published by the Fiscal Crisis and Management Assistance Team (FCMAT) provides guidance concerning the selection and evaluation of vendors. An excerpt from FCMAT's Manual concerning this issue is summarized below.

"Vendor Selection Criteria:

The vendor selection for new or renewing vendors should be evaluated according to the following criteria:

- Pricing
  The vendor's pricing should be competitive, but it should not be the only criteria.
- Capability
  A vendor should be able to demonstrate that it is in good financial standing, has sufficient employees, equipment and facilities to perform the work required, and has the required professional licenses and experience.
- Parts and Deadlines
  The vendor should have access to the required parts and be able to meet the charter school's shipping deadlines.
- Quality Assurance
  The vendor should have an internal quality assurance program such as peer review; preference should be given to vendors that have such a program.
- References and Background Checks
  Sufficient references and background checks should be made and should reveal no problems. Search for lawsuits and proper business licenses, and match the vendor name and federal identification number.
- Warranty
  Sufficient warranty information should be available, if applicable.
- Federal and State Funding Eligibility
  When applicable, ensure that the vendor is not barred from receiving federal or state funds.

(1) Ongoing Vendor Evaluation

- Are deliveries consistently on time and in good condition?
- Is the quality of services or products consistently high?
- Are their employees and subcontractors professional to work with and knowledgeable about the product or service provided?"

The CSD recommends that the school ensure adherence to its governing board-approved fiscal policies and procedures, including the guidance provided specifying the need for complete supporting documentation and pre-approvals for purchase orders, contracts, and other items. Further, the organization should also establish appropriate controls to ensure that all expenses are properly allocated to the correct cost centers. Moreover, the CSD recommends that the school's governing board revisit its approved fiscal policies and procedures and consider incorporating FCMAT's guidance as appropriate.

2. Late Fees:

Based on the CSD's review of supporting documentation related to Check # 61290, in the amount of $2,954.69, dated 7/30/18 and issued to Cell Business Equipment, the associated invoice provided indicates that a late fee of $140.70 was assessed against the school.

Page 9 of the school's fiscal policies and procedures states: "Once approved by the Executive Director, Superintendent or Chief Operating Officer, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director, Superintendent or Chief Operating Officer should be aware of invoice due dates to avoid late payments). Charter Impact will then process the invoices with sufficient supporting documentation."

The CSD recommends that the school implement procedures to track all recurring and non-recurring invoices and billing statements and ensure that all vendors are paid timely, to prevent the school from incurring additional late fees in the future.

3. Bank Reconciliation Reports:

Based on the CSD's review of the bank reconciliation reports for the months of April 2018 and May 2018, the CSD noted discrepancies regarding the treatment of the reconciling items referenced in the reports. Details concerning these discrepancies are summarized below.

Item #	Bank Acct #	Bank Statement Period	CSD's Comments	School's Response
1	x7843	April 2018	The provided a report reflecting reconciled bank/book balances. However, upon the CSD's further analysis of the report, the CSD determined that an unreconciled item in the amount of $50 was not identified as a reconciling item in the report.	The April Disbursements includes a March EFT suspense item in the amount of $50 that the bank cleared in March 2018. The EFT was recorded in April 2018. The $50 amount would be included in the book balance.

2	x7835	May 2018	Check #1028 for $125 (dated 4/30/18) was reported as a cleared item in the bank statement but shown as an outstanding suspense item in the bank reconciliation report without explanation.	The bank balance is reconciled, as the suspense item was noted as a reconciling item in the bank reconciliation report. The school's procedure is the place any items it considers pending in suspense until resolved (including checks written, EFT disbursements, or deposits made in which backup documentation was not provided at the time of closing the period). Once backup documentation has been provided, the transaction will be recorded under the corresponding expense/revenue item in the school's books.

Page 10 of the school's fiscal policies and procedures states that the school's back office services provider (Charter Impact) will prepare the bank reconciliation report, verify the bank statements, and execute the related tasks. Further, Charter Impact will compare the reconciled bank balance to the cash balance reflected in the school's bank account and its general ledger (and immediately report any discrepancies to the school's Executive Director, its Superintendent, or its Chief Operating Officer).

The CSD recommends that the bank reconciliation reports be prepared, reviewed and approved in a timely manner, and include the appropriate signatures (including the printed names and titles/positions), as well as the preparation and review/approval dates, to validate the accuracy of the submitted reports.

4. **Overdraft Fees:**
The CSD noted that the school incurred an overdraft fee of $32 during the month of August 2018 on the account ending in X7835.

The school acknowledged that the overdraft fee above was the result of the school's neglect in maintaining adequate funds in its checking account. The school indicated that, going forward, it would properly monitor its cash balances to ensure that adequate funds are available to clear all checks written.

The CSD recommends the school improve its practices regarding the monitoring of cash balances and the any tracking of any checks or other debit items scheduled to clear its accounts.

5. Outstanding Checks:

The CSD noted several checks issued by the school that were outstanding for 90 days or more as of September 30, 2018. The checks in question are summarized below.

Item #	Bank Acct #	Check #	Date	Amount	Payee	# Of Days Outstanding As of 9/30/18
1	x7868	70784	2/2/2018	$752.50	Kingdom Plug Cabling Services	240
2	x7868	70869	4/20/2018	$105.05	N.G	163
3	x7843	61117	4/13/2018	$100.00	A.C	170
4	x7843	61118	4/13/2018	$1,680.00	Epic Performance Wear	170
5	x7843	61208	5/25/2018	$29.99	R.V	128

Page 10 of the school's fiscal policies and procedures states: "Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system."

The school acknowledged that the outstanding checks above were not deleted from its accounting system after 90 days because, according to the school, these checks were still considered valid. The school's rationale was the apparent practice of its financial institution that is uses for its checking account (Pac Western), which, per the school, deems checks valid until six months after the check issuance date.

The CSD recommends the school revisit its fiscal policies and procedures in this area and consider implementing practices that facilitate resolution of its outstanding checks more promptly.

6. **Organizational Chart Discrepancies:**
   Based on the CSD's review of the school's updated fiscal policies and procedures (revised June 2018) and the associated organizational chart provided by the school, the CSD noted a lack of alignment between job titles referenced in the updated fiscal policies versus the organizational chart. Specifically, the fiscal policies reference an Executive Director position while the organizational chart identifies this position as the Chief Executive Officer. This discrepancy was also cited in the school's 2017-2018 Annual Performance-Based Oversight Visit Report under "Other Observations."

   The school stated that the Executive Director and CEO are the same individual within the organization.

   The CSD recommends that school revise its fiscal policies and procedures to ensure consistency and alignment between job titles and practices referenced in the fiscal policies and procedures and the published organizational chart.

The governing board and leadership team of the school are responsible for managing the operations of the school. Thus, the above-noted findings and observations should be discussed at the school's next board meeting, but, in any event, no later than 90 days following the school's receipt of this report. After the school's next board meeting, it is the school's responsibility to provide the CSD with its approved board meeting minutes regarding its action plans/steps, and/or proof of implementation of the mitigating actions taken by the school. The CSD will continue to monitor these issues through oversight.

Other Observations (Items described in this section, while not addressed in the charter school's Fiscal Policies and Procedures, are recommended for improvement to align with optimal business practices).

1. **Employee Expense Reimbursements:**
   Based on the CSD's review of documents provided by the school, the CSD noted employee reimbursements that lacked evidence of appropriate pre-approvals. The reimbursements in question are summarized below.

Item #	Check #	Check Issuance Date	Payee	Check Amount
1	61250	6/27/2018	School Employee	$1,077.42
2	80736	6/26/2018	School Employee	$361.90

Page 7 of the school's Fiscal Policies states: "The Executive Director, Superintendent or Chief Operating Officer may authorize expenditures and may sign related contracts within the approved budget. Individuals other than those specified above are not authorized to make purchases without pre-approval."

An excerpt from FCMAT's 11/27/2017 Manual that provides guidance to charter schools regarding employee reimbursements is summarized below.

"Reimbursements for purchases and travel should be made according to guidelines set by the charter school.

Reimbursements apply to both employees and board members.

Charter school principals are responsible for reviewing and approving all reimbursements pertaining to their schools, up to $1,000.
The CFO is responsible for approving all reimbursements for $1,000 to $3,000.
The CEO is responsible for approving all reimbursements of more than $3,000.

Reimbursement steps are as follows:
Submit accurate receipts and the completed and signed reimbursement or purchasing documentation such as the original invoice, purchase request, employee expense report or reimbursement request.

Obtain authorization.

Prepare and issue reimbursement payment, and file all paperwork.

Reimbursement receipts should be submitted monthly, and any receipt older than 60 days may not be reimbursed, at the discretion of the office manager. An employee or board member may not request reimbursement for expenses for another individual or employee. Expense report forms must be filled out completely. Original receipts for items charged must accompany all reimbursement documentation. Any questions regarding completion of the expense report should be directed to the employee's supervisor, the office manager, or the accounting department.

The accounting department can help determine which account code should be used for which expenditures/ reimbursements. For example, claims for travel reimbursement must be charged to object code 5200.00.

Upon completion, the expense report and all attached documentation should be submitted to the employee's supervisor for approval. After approval, the expense report is submitted to the accounting department for

processing and reimbursement. To expedite reimbursement, ensure the report is completed properly, required documentation is attached, it is properly authorized, and any unusual items are explained and documented. For unusual items, detailed written notes are needed for the supervisor and accounting department to authorize reimbursement. The proper manager must approve all reimbursement requests before being submitted to the accounting department. Approvals for reimbursement requests must be obtained prior to any purchase or travel. The charter school will not be obligated to reimburse requests for which prior approval was not obtained. When the shopping or traveling is complete, the employee should return the receipts and can expect to be reimbursed if they spent funds on items for which they obtained prior approval."

According to the school, either the school's Executive Director or its Chief Operating Officer verbally approved the employee expense reimbursements referenced above. The school further declared that, effective August 1, 2018; all approvals must be requested and documented through the school's online procurement software, Office Books.

The CSD recommends that the school adhere to its governing board-approved fiscal policies and procedures and ensure that all purchases, including employee expense reimbursements, are pre-approved and properly documented.

The Charter Schools Division will review the recommended updates to the school's fiscal policies by the next oversight visit. The results may be factored into the school's rating for next year.

Corrective Action Required:

None noted.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

Notes:

1. TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary is in its first year of operation and there is no independent audit report on file with the CSD.
2. Reviewed bank statements and bank reconciliations from April 2018 through September 2018. Selected the months of April 2018 and May 2018 for sample testing. Discrepancies were noted for further growth and/or improvement above.
   a. Pacific Western Bank Checking Account Ending in X7835 (Imprest Account, Teach Academy)
   b. Pacific Western Bank Checking Account Ending in X7843 (Operating Account, Teach Academy)
   c. Pacific Western Bank Checking Account Ending in X7876 (Imprest Account, Teach Tech High)
   d. Pacific Western Bank Checking Account Ending in X7868 (Operating Account, Teach Tech High)
   e. Pacific Western Bank Checking Account Ending in X7850 (Operating Account, Teach Public Schools)
3. The school indicated that is currently has no credit cards.
4. Reviewed the following 30 checks/ACH transactions. Discrepancies were noted for further growth and/or improvement above.
   a. Check numbers: 61162, 61232, 61236, 61242, 61250, 61261, 61268, 61274, 61285, 61289, 61290, 61305, 61311, 61331, 61345, 61360, 70958, 70963, 70967, 70968, 70975, 70980, 70981, 70983, 70985, 70998, 71017, 80736, and 2 ACH transactions.
5. A copy of the charter school's organizational chart, which depicts the current reporting structure of the charter school, including but not limited to, any board member or school employee with responsibilities outlined within the charter school's financial policies and procedures was provided.
6. A Segregation of Duties review was conducted at TEACH Academy of Technologies. No discrepancies were noted.
7. TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary did not disclose any legal actions, regulatory proceedings, or investigations which might have a material impact on their financial viability.
8. Governing board meeting minutes reflecting the presentation of financial reports, such as balance sheets, income statements, and cash flow statements were provided.
9. Governing board meeting minutes reflecting the adoption of the 2018-2019 budget were provided.
10. Governing board meeting minutes reflecting the receipt, review, and approval of interim financial reports submitted to LAUSD were provided.
11. Governing board meeting minutes reflecting the selection of the current independent auditor were provided.
12. Governing board meeting minutes reflecting the approval of the current fiscal policies and procedures were provided.
13. Governing board meeting minutes reflecting the approval of the management fees, licensing fees, or other related party fees were provided.
14. Evidence of TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary offering STRS, PERS, and/or Social Security benefits to its employees and proof of payment was provided.
15. Equipment inventory was provided.
16. The 2018-2019 LCAP was submitted to LAUSD.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS (if applicable):
N/A

Fiscal Operations Rubrics

Existing School *– a charter school that has at least one annual independent audit on file with the Charter Schools Division [Possible Rating 1-4]*
New School *– a charter school that does not have an independent audit on file with the Charter Schools Division [Possible Rating 1-2]*

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.	***An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.***
Existing Schools (based on the most current annual audit): An existing school is one that has at least one annual independent audit on file with the Charter Schools Division ***REQUIRED CRITERIA*** 1. Net Assets are positive in the prior two audits; 2. The two most current audits show no material weaknesses, deficiencies and/or findings; 3. All vendors and staff are paid in a timely manner; 4. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 5. Charter school adheres to the governing board approved Fiscal Policies and Procedures; 6. Governing board adopts the annual budget; 7. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 8. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 9. There is no apparent conflict of interest; 10. The EPA allocation and expenditures are posted on the charter school's website;	***Existing Schools (based on the most current annual audit):*** An existing school is one that has at least one annual independent audit on file with the Charter Schools Division ***REQUIRED CRITERIA*** 1. Net Assets are positive in the most current audit; 2. The most current audit shows no material weaknesses, deficiencies and/or findings; 3. Vendors and staff are paid in a timely manner; 4. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 5. Charter school generally adheres to the governing board approved Fiscal Policies and Procedures; 6. Governing board adopts the annual budget; 7. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 8. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 9. There is no apparent conflict of interest; 10. The EPA allocation and expenditures are posted on the charter school's website;

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.	***An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.***
11. The LCAP is submitted to the appropriate agencies; 12. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals; 13. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner; and 14. Audited and unaudited actuals nearly mirror each other; and 15. There are no discrepancies cited in the Areas Noted for Further Growth and/or Improvement Note: Other circumstances and information could influence the rating and will be noted in the evaluation. ***SUPPLEMENTAL CRITERIA*** 1. Positive Net Assets exceed 4% of prior year expenditures; 2. The cash balance at the beginning of the school year is at least 5% of the prior year expenses; 3. A comprehensive website that provides at a minimum six of the following fiscal items: o Most current financial reports presented to the governing board o Employee handbook o Student handbook o Salary schedules/benefits/information o Budget development process o Governing board member information (e.g., name, contact information, position on the governing board, term expiration) and meeting dates, time, and location o The most current approved petition o Administration/school contact o School calendar o Enrollment policies and procedures o Fiscal policies and procedures manual 4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract;	11. The LCAP is submitted to the appropriate agencies; 12. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals; 13. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner; 14. There are no significant recurring issues; and 15. Audited and unaudited actuals nearly mirror each other. Note: Other circumstances and information could influence the rating and will be noted in the evaluation. ***SUPPLEMENTAL CRITERIA*** 1. Positive Net Assets exceed 3% of prior year expenditures; 2. The cash balance at the beginning of the school year is at least 4% of the prior year expenses; 3. A comprehensive website that provides at a minimum six of the following fiscal items: o Most current financial reports presented to the governing board o Employee handbook o Student handbook o Salaries schedule/benefits/information o Budget development process o Governing board member information (e.g., name, contact information, position on the governing board, term expiration) and meeting dates, time, and location o The most current approved petition o Administration/school contact o School calendar o Enrollment policies and procedures o Fiscal policies and procedures manual 4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract;

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.	***An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.***
5. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting; and 6. Governing board approved LCAP is posted on the charter school's website. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	5. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting; and 6. Governing board approved LCAP is posted on the charter school's website. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

An existing school that meets all of the Required criteria and six of the supplemental criteria listed below would be assessed eligible to be considered as Developing.	***An existing school would be assessed as Unsatisfactory based on the statements below:***
Existing Schools (based on the most current audit): An existing school is one that has at least one annual independent audit on file with the Charter Schools Division ***REQUIRED CRITERIA*** 1. Net Assets are positive, or net assets are negative with strong trend toward positive (be positive at the end of the third year, per applicable audit, and beyond); 2. Vendors and staff are paid in a timely manner; 3. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 4. Governing board adopts the annual budget; 5. The EPA allocation and expenditures are posted on the charter school's website; 6. The LCAP is submitted to the appropriate agencies; 7. Have an audit conducted annually by an independent auditing firm; and 8. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD.	***Existing Schools (based on the most current audit):*** An existing school is one that has at least one annual independent audit on file with the Charter Schools Division A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Developing. The charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide a satisfactory response. Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition. The charter school also has shown no immediate source of revenue to maintain a viable budget, nor has provided a feasible financial plan to mitigate the negative fiscal condition. The charter school's governing board members lack fiscal capacity.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

An existing school that meets all of the Required criteria and six of the supplemental criteria listed below would be assessed eligible to be considered as Developing.	***An existing school would be assessed as Unsatisfactory based on the statements below:***
Note: Other circumstances and information could influence the rating and will be noted in the evaluation. ***SUPPLEMENTAL CRITERIA*** 1. The cash balance at the beginning of the school year is positive; 2. Enrollment is stable or changing at a manageable rate (Enrollment changes are reflected in annual budget and facilities); 3. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; 4. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting; 5. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 6. **Current** audit shows no material weaknesses, deficiencies and/or findings; 7. Charter school adheres to the governing board approved Fiscal Policies and Procedures; 8. There is no apparent conflict of interest; 9. Governing board approves any amendment(s) to the charter school's budget; and 10. Governing board approved LCAP is posted on the charter school's website. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Preparatory ES**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **3/8/2019**

A new school that meets all of the Required criteria listed below would be assessed eligible to be considered as Developing.	***A new school would be assessed as Unsatisfactory based on the statements below:***
New Schools: ***REQUIRED CRITERIA*** 1. A new school is one that does not have an independent audit on file with the Charter Schools Division. 2. If enrollment is below the funding survey, the charter school has made significant adjustments in their operations to allow for the reduced income, and submitted a revised three-year budget and three-year cash flow statement. 3. Projected debt is managed efficiently and will not cause the charter school to end the fiscal year with negative net assets. The non-profit organization is financially viable to support the charter school. 4. Interim reports and unaudited actuals project: a. Positive net assets b. Expenses less than revenues c. Projected expenses and revenues have no significant variance from budget 5. As a practice, the governing board receives and reviews the charter school's financial reports as evidenced by the governing board meeting minutes. 6. The LCAP is submitted to the appropriate agencies. 7. The EPA allocation and expenditures are posted on the charter school's website, if applicable. Note: A new school is one that does not have an independent audit on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools receive a rating of 1 or 2. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	***New Schools:*** A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Developing. A charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide satisfactory response. Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition. The charter school also has shown no immediate source of revenue to maintain a viable budget, nor has provided a feasible financial plan to mitigate the negative fiscal condition. The charter school's governing board members lack fiscal capacity. Note: A new school is one that does not have an independent audit on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools receive a rating of 1 or 2. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

TPE 2019-2020 ENROLLMENT NUMBERS.xlsx

Coversheet

Executive Director Evaluation

Section: VI. Closed Session
Item: A. Executive Director Evaluation
Purpose: Discuss
Submitted by:
Related Material: CHIEF EXECUTIVE OFFICER EVALUATION 19-20.docx

CHIEF EXECUTIVE OFFICER EVALUATION

PERFORMANCE EVALUATION RATINGS:

4= Highly effective performance; results achieved often exceed requirements

3= Effective performance; results achieved completely met all requirements

2= acceptable performance; results achieved met minimum requirements

1= Inadequate performance; results achieved are unsatisfactory

GOALS (based on charter petition): *The Chief Executive Officer is qualified to prioritize and fulfill the following job responsibilities:*

General Relations

- *Ensures proactive clear communication with Superintendent, Staff, and Board*
- *Provides timely updates to the school community regarding pertinent information*
- *Demonstrates effective, diplomatic relations based on policy and/or values of the school*
- *Resolves conflicts and disputes based on school policy and/or school values*

1	2	3	4

Board Relations

- *Works with Superintendent, Board and attends Board Meetings*
- *Provides the Board "The CEO's Report, "a complete written status report to be presented at Board Meetings*

1	2	3	4

District and Community Relations

- *Works with the Los Angeles Unified School District to secure needed resources*

- *Networks with community funding resources*

1	2	3	4

Parent Relations

- *Conducts and leads parents in promoting school wide efforts to conduct outreach, and fundraise*
- *Communicates effectively with parent body*
- *Encourages and motivates parent participation to meet volunteer hour requirements*
- *Conducts surveys for parent feedback and publishes results in the school newsletter*

1	2	3	4

Staff and Faculty Relations

- *Fosters a positive work environment*
- *Oversees and acts as liaison/mediator (when necessary) between members of the schools community*
- *Engages in direct conflict resolution efforts*

1	2	3	4

Subordinate Supervision

- *The CEO oversees the Superintendent, and other operations, administrative, and contracted personnel, and ensures implementation of TEACH mission, goals and values*
- *Provides opportunities for Superintendent leadership development*
- *Implements an active leadership model, which encourages high performance of both administrative and faculty staff*
- *Oversees administration staffing responsibilities*
- *Creates and updates the Employee Handbook which includes personnel policies*

1	2	3	4

School Safety

- *Oversees development and implementation of strategic campus safety plans*
- *Oversees development and implementation of school wide emergency plan*
- *Ensures compliance with both school safety and emergency plans*

1	2	3	4

Staff Development

- *Determines and facilitates administration staff development needs and opportunities*
- *Determines and facilitates individual operations staff development*
- *Oversees the development and maintenance of a professional resource library*
- *Aids operations staff in selecting assessments and conducts assessment training*
- *Ensures operations staff compliance with national and state educational regulations*

1	2	3	4

Special Education Supervision

- *Supports Superintendent, which holds special education personnel accountable for how IEP goals and objectives are communicated to teachers, aides, and parents*

1	2	3	4

Parent Education

- *Facilitates parent education and parent involvement in school culture*
- *Facilitates educational workshops based on need for parents and volunteers*
- *Conducts and leads parents in promoting school wide efforts to conduct outreach, and fundraise*
- *Communicates effectively with parent body*
- *Encourages and motivates parent participation to meet volunteer hour requirements*
- *Conducts surveys for parent feedback and publishes results in the school newsletter*

School Committees and Parent Groups

- *Attends meetings of parent groups and school committees*
- *Provides support and information to facilitate the achievement of committee's goals*

1	2	3	4

1	2	3	4

Strategic Planning Oversight

- *Conducts on going Needs Assessment based upon the previous and current year's performance, as it relates to student and staff performance, fiscal measures, and overall administration of the organization*
- *Leads the school in assessing long- and short-term needs based on staff, committee, and community/parent input*
- *Articulates the means by which the school's programs can be developed to realize the school's vision*

1	2	3	4

Program Quality Review

- *Provides the necessary support to Superintendent and Principals in applying for WASC accreditation Oversees school-wide Self-Study and Report Generation*
- *Ensures that the school is led in a comprehensive Program Quality Review cycle (or equivalent) in subsequent years*

1	2	3	4

Business Management Responsibilities

Development

- *Identifies grant sources and oversees execution process*

- *Implements school-wide fundraising opportunities*
- *Motivates school community to develop fundraising opportunities*
- *Networks possible funding sources*
- *Maintains database of contributors and contacts, and performs follow up*
- *Seeks new sources of funding on an ongoing basis, and cultivates current sources*
- *Oversees State, County and District funding requests*
- *Integrates fundraising/development efforts into the long term goals of the school*
- *Finds resources within parent community to support development efforts*

1	2	3	4

Finance and Accounting

- *Creates and manages budget with direction from Board and Financial Advisors*
- *Oversees and ensures the creation of detailed reports on school's financial status and submits at regularly scheduled Board Meetings*
- *Oversees payroll and benefits*
- *Manages contracts*

1	2	3	4

Physical Plant

- *Interfaces with building management*
- *Oversees maintenance and janitorial services*
- *Maintains code compliance*
- *Oversees the implementation of computer technology maintenance and support*
- *Manages purchasing and inventory*

1	2	3	4

Data Management

- *Oversees maintenance of website and school network*
- *Oversees the acquisition and training of school Student Information System*
- *Oversees the gathering, analysis, interpretation and reporting of data*
- *Oversees records management including parent surveys, student records, extended day program, staff credentials, parent volunteer hours*
- *Oversees attendance reporting process in order to maximize funding*

1	2	3	4

Leadership

- *Advocates and supports the philosophy, mission, and direction of the school in the school and greater community*
- *Obtains support and commitment for the TEACH mission and vision, and Special Programs from staff, students, parents, and the community*
- *Implements program initiatives through appropriate professional staff development*
- *Promotes a team environment by implementing a shared decision making process agreed upon by all stakeholders*

1	2	3	4

OVERALL JOB PERFORMANCE

Describe employee's strengths:

Employee's signature _____ *date:*_____

*Board Secretary signature*_____ *date:* _____

Coversheet

Form 700

Section: VII. Closing Items
Item: B. Form 700
Purpose: FYI
Submitted by:
Related Material: Form 700 - 10 minutes Checklist.pdf
Form 700 2018-2019 Cover Only.pdf
Form 700 2018-2019 with Schedules.pdf

FORM 700 CHECK LIST

A TEN MINUTE CHECK LIST FOR FORM 700 FILERS

Step 1: Level of Disclosure

Each position designated to file the Form 700 is assigned a disclosure category. Determinate by the scope and types of financial interests to disclose.

Step 2: Cover Page (Complete Sections 1-5)

There are 5 sections on the "Cover Page" that require completion by **ALL FILERS**

Section 1: Office, Agency or Court

Under Agency Name (Do not use acronyms)
Enter LOS ANGELES UNIFIED SCHOOLS DISTRICT

Under Division, Board, Department, District, if applicable
Enter charter full school name. Also, include your *position title*.

Section 2: Jurisdiction of Office
This section is already included for you. For all filers, the filing jurisdiction is "Other: Portion of LA County (LAUSD)."

Section 3: Type of Statement
For annual filings, please check the "Annual" box. The Form 700 is looking at the previous calendar year, so **do not alter the years listed**. If you started after the 1st of the year, you may write in your start date in the boxes provided.

Section 4: Schedule Summary
Save this section until the end. If you, after reviewing all schedules, find that you do not have interests to disclose, check "None" and write-in "1" for the number of pages included. Otherwise, check the corresponding schedule boxes and write in the total number of pages attached including cover.

Section 5: Verification
Please remember that the Form 700 is a PUBLIC DOCUMENT. When completing the verification section use your business contact information, including address, phone number and email address.

IN REVIEWING THE SCHEDULES, CONSIDER YOUR PERSONAL FINANCIAL INTERESTS DURING THE 2017 CALENDAR

Step 3: Schedules A-1 & A-2 (Investments) A-1=Ownership < 10%, A-2=Ownership

1. Do you/your spouse/domestic partner/or dependent child have any investments worth over $2000 in a company or individual that could one day sell goods or services to the charter school? YES or NO If yes, note on your Form 700.

Step 4: Schedule B (Interest in Real Property)

1. Do you/your spouse/your domestic partner/or dependent child have an interest in any real property located within two (2) miles of the Charter School's boundaries? YES or NO If yes, note on your Form 700.

Step 5: Schedule C (Sources of Income)

1. Do you/your spouse/your domestic partner/or dependent child receive any income from a company or individual that could one day sell goods or services to the charter school? YES or NO If yes, note on your Form 700.

2. Did you/your spouse/your domestic partner/or dependent child receive any loans from a company or individual that could one day sell goods or services to the charter school? YES or NO If yes, note on your Form 700.

Step 6: Schedule D (Income-Gifts)

1. Did you/your spouse/your domestic partner/or dependent child receive any gifts or prizes from a company or individual that could one day sell goods or services to the charter school? **YES** or **NO** If yes, note on your Form 700.

Step 7: Schedule E (Travel Payments)

1. Did you receive any gifts of travel from a company or individual that could one day sell goods or services to the charter school? **YES** or **NO** If yes, note on your Form 700.

Step 8: Sign & Date, Send Original to the Charter Schools Division Office on or before April 1. PLEASE USE BLUE INK FOR EASE OF IDENTIFYING AN ORIGINAL SIGNATURE.

REMEMBER: We are prohibited, by law, from accepting copies, scans, emails or faxes of Form 700s. Be sure to date and sign your form, send the original version to:

LOS ANGELES UNIFIED SCHOOL DISTRICT
Charter Schools Division
333 S. Beaudry Ave., 20th Floor, Los Angeles, CA 90017
Attn: Melida Dominguez

Proclaimer: This sheet covers the most common items, but is by no means exhaustive. If your finances are more complex, please review the Form 700 directions in full.

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS

Date Initial Filing Received
Official Use Only

COVER PAGE

A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

LOS ANGELES UNIFIED SCHOOL DISTRICT

Division, Board, Department, District, if applicable — Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

- ☐ State
- ☐ Multi-County _____
- ☐ City of _____
- ☐ Judge or Court Commissioner (Statewide Jurisdiction)
- ☐ County of _____
- ☒ Other PORTION OF LA COUNTY (LAUSD)

3. Type of Statement *(Check at least one box)*

☐ **Annual:** The period covered is January 1, 2018, through December 31, 2018.

-or-

The period covered is ____/____/____, through December 31, 2018.

☐ **Assuming Office:** Date assumed ____/____/____

☐ **Leaving Office:** Date Left ____/____/____ *(Check one circle.)*

○ The period covered is January 1, 2018, through the date of leaving office.

-or-

○ The period covered is ____/____/____, through the date of leaving office.

☐ **Candidate:** Date of Election _____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► *Total number of pages including this cover page:* _____

Schedules attached

- ☐ **Schedule A-1 -** *Investments* – schedule attached
- ☐ **Schedule A-2 -** *Investments* – schedule attached
- ☐ **Schedule B -** *Real Property* – schedule attached
- ☐ **Schedule C -** *Income, Loans, & Business Positions* – schedule attached
- ☐ **Schedule D -** *Income – Gifts* – schedule attached
- ☐ **Schedule E -** *Income – Gifts – Travel Payments* – schedule attached

-or- ☐ ***None*** **-** *No reportable interests on any schedule*

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER
( )

EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____ *(month, day, year)*

Signature _____ *(File the originally signed paper statement with your filing official.)*

Clear Page Print

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CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS

Date Initial Filing Received
Official Use Only

COVER PAGE

A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

LOS ANGELES UNIFIED SCHOOL DISTRICT

Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

- ☐ State
- ☐ Multi-County _____
- ☐ City of _____
- ☐ Judge or Court Commissioner (Statewide Jurisdiction)
- ☐ County of _____
- ☒ Other PORTION OF LA COUNTY (LAUSD)

3. Type of Statement *(Check at least one box)*

☐ **Annual:** The period covered is January 1, 2018, through December 31, 2018.

-or-

The period covered is ____/____/____, through December 31, 2018.

☐ **Assuming Office:** Date assumed ____/____/____

☐ **Leaving Office:** Date Left ____/____/____
(Check one circle.)

○ The period covered is January 1, 2018, through the date of leaving office.

-or-

○ The period covered is ____/____/____, through the date of leaving office.

☐ **Candidate:** Date of Election _____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► *Total number of pages including this cover page:* _____

Schedules attached

- ☐ **Schedule A-1 -** *Investments* – schedule attached
- ☐ **Schedule A-2 -** *Investments* – schedule attached
- ☐ **Schedule B -** *Real Property* – schedule attached
- ☐ **Schedule C -** *Income, Loans, & Business Positions* – schedule attached
- ☐ **Schedule D -** *Income – Gifts* – schedule attached
- ☐ **Schedule E -** *Income – Gifts – Travel Payments* – schedule attached

-or- ☐ ***None*** **-** *No reportable interests on any schedule*

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER
( )

EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____ *(month, day, year)*

Signature _____ *(File the originally signed paper statement with your filing official.)*

Clear Page Print

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SCHEDULE A-1
Investments
Stocks, Bonds, and Other Interests
(Ownership Interest is Less Than 10%)

Investments must be itemized.
Do not attach brokerage or financial statements.

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ◯ Income Received of $0 - $499
◯ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/ 18 ACQUIRED ____/____/ 18 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ◯ Income Received of $0 - $499
◯ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/ 18 ACQUIRED ____/____/ 18 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ◯ Income Received of $0 - $499
◯ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/ 18 ACQUIRED ____/____/ 18 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ◯ Income Received of $0 - $499
◯ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/ 18 ACQUIRED ____/____/ 18 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ◯ Income Received of $0 - $499
◯ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/ 18 ACQUIRED ____/____/ 18 DISPOSED

Comments: _____

Clear Page Print

FPPC Form 700 (2018/2019)
FPPC Advice Email: advice@fppc.ca.gov
FPPC Toll-Free Helpline: 866/275-3772 www.fppc.ca.gov

Powered by BoardOnTrack

SCHEDULE A-2
Investments, Income, and Assets of Business Entities/Trusts
(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name

▶ 1. BUSINESS ENTITY OR TRUST

Name

Address *(Business Address Acceptable)*

Check one
☐ Trust, *go to 2* ☐ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $0 - $1,999
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
___/___/ 18 ACQUIRED
___/___/ 18 DISPOSED

NATURE OF INVESTMENT
☐ Partnership ☐ Sole Proprietorship ☐ _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

☐ $0 - $499
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☐ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE (Attach a separate sheet if necessary.)

☐ None or ☐ Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
___/___/ 18 ACQUIRED
___/___/ 18 DISPOSED

NATURE OF INTEREST
☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership
☐ Leasehold _____ Yrs. remaining ☐ Other _____

☐ Check box if additional schedules reporting investments or real property are attached

▶ 1. BUSINESS ENTITY OR TRUST

Name

Address *(Business Address Acceptable)*

Check one
☐ Trust, *go to 2* ☐ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $0 - $1,999
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
___/___/ 18 ACQUIRED
___/___/ 18 DISPOSED

NATURE OF INVESTMENT
☐ Partnership ☐ Sole Proprietorship ☐ _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

☐ $0 - $499
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☐ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE (Attach a separate sheet if necessary.)

☐ None or ☐ Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
___/___/ 18 ACQUIRED
___/___/ 18 DISPOSED

NATURE OF INTEREST
☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership
☐ Leasehold _____ Yrs. remaining ☐ Other _____

☐ Check box if additional schedules reporting investments or real property are attached

Comments: _____

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CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name

SCHEDULE B
Interests in Real Property
(Including Rental Income)

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/18 ACQUIRED __/__/18 DISPOSED

NATURE OF INTEREST
- ☐ Ownership/Deed of Trust
- ☐ Easement
- ☐ Leasehold _____ Yrs. remaining
- ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
- ☐ None

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/18 ACQUIRED __/__/18 DISPOSED

NATURE OF INTEREST
- ☐ Ownership/Deed of Trust
- ☐ Easement
- ☐ Leasehold _____ Yrs. remaining
- ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
- ☐ None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

☐ Guarantor, if applicable

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

☐ Guarantor, if applicable

Comments: _____

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SCHEDULE C
Income, Loans, & Business Positions
(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name

► 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED
- ☐ No Income - Business Position Only
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
- ☐ Salary
- ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
- ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
- ☐ Sale of _____ *(Real property, car, boat, etc.)*
- ☐ Loan repayment
- ☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*

_____ *(Describe)*

- ☐ Other _____ *(Describe)*

► 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED
- ☐ No Income - Business Position Only
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
- ☐ Salary
- ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
- ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
- ☐ Sale of _____ *(Real property, car, boat, etc.)*
- ☐ Loan repayment
- ☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*

_____ *(Describe)*

- ☐ Other _____ *(Describe)*

► 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

INTEREST RATE _____% ☐ None

TERM (Months/Years) _____

SECURITY FOR LOAN
- ☐ None
- ☐ Personal residence
- ☐ Real Property _____ *Street address*

_____ *City*

- ☐ Guarantor _____
- ☐ Other _____ *(Describe)*

Comments: _____

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CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

SCHEDULE D
Income – Gifts

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

Comments: _____

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CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name

SCHEDULE E
Income – Gifts
Travel Payments, Advances, and Reimbursements

- **Mark either the gift or income box.**
- **Mark the "501(c)(3)" box for a travel payment received from a nonprofit 501(c)(3) organization or the "Speech" box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.**
- **For gifts of travel, provide the travel destination.**

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: $_____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

◯ Made a Speech/Participated in a Panel

◯ Other - Provide Description _____

► If Gift, Provide Travel Destination _____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: $_____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

◯ Made a Speech/Participated in a Panel

◯ Other - Provide Description _____

► If Gift, Provide Travel Destination _____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: $_____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

◯ Made a Speech/Participated in a Panel

◯ Other - Provide Description _____

► If Gift, Provide Travel Destination _____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: $_____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

◯ Made a Speech/Participated in a Panel

◯ Other - Provide Description _____

► If Gift, Provide Travel Destination _____

Comments: _____

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