TEACH Public Schools

TEACH Public Schools Regular Board Meeting

April 21, 2021

Date and Time

Wednesday April 21, 2021 at 5:00 PM PDT

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

For more information concerning this agenda or for materials relating to this meeting, please contact TEACH Public Schools, 10600 S. Western Ave. Los Angeles, CA 90047; phone: 323-872-0808; fax 323-389-4898. www.teachpublicschools.org

Matt Brown is inviting you to a scheduled Zoom meeting.
Topic: TEACH Public Schools Regular Board Meeting
Time: Apr 21, 2021 05:00 PM Pacific Time (US and Canada)
Join Zoom Meeting
https://teachpublicschools-org.zoom.us/j/85964579071

Meeting ID: 859 6457 9071
One tap mobile
+16699006833,,85964579071# US (San Jose)
+13462487799,,85964579071# US (Houston)
Dial by your location
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
Meeting ID: 859 6457 9071
Find your local number: https://teachpublicschools-org.zoom.us/u/kmMIzvemG

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
	Opening Items			
A.	Call the Meeting to Order		Sonali Tucker	1 m
B.	Record Attendance and Guests		Shawnna Lawson	3 m
C.	Public Comment	Discuss	Sonali Tucker	15 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 request a speaking slot via email. Please email Matt Brown, Chief Operating Officer of TEACH Public Schools at mbrown@teachps.org if you wish to address the Board. The email must contain speaker name, contact number or email, and subject matter and be 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 for 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

		Purpose	Presenter	Time

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 — 5:19 PM

A.	Consent Items	Vote	Sonali Tucker	3 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 will be done through consent and listed as items B-Z (as needed) under "Consent Items".

1. April 21st, 2021 Board Agenda
2. March 17th, 2021 Board Meeting Minutes
3. Approval of The Education Team Rate Sheet & Service Agreeement (Effective May 1, 2021)

B.	Approval of April 21, 2021 Regular Board Meeting Agenda	Vote	Sonali Tucker
C.	March 17th Board Meeting Minutes	Approve Minutes	Sonali Tucker
D.	The Education Team Service Agreement and Rate Sheet	Vote	Sonali Tucker

III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION — 5:22 PM

		Purpose	Presenter	Time
A.	Fiscal Report March Fiscal Report	FYI	Theresa Thompson	5 m
B.	TEACH Public Schools In-Person School Reopening Update	FYI	Raul Carranza	5 m
C.	TEACH Tech Charter High School 2020- 2021 Oversight Report	Discuss	Matthew Brown	5 m

TEACH Tech received its highest cumulative oversight score (13). Governance (4), Academics (2), Operations (4), Fiscal (3). TEACH Tech has improved cumulative score every year of operation.

D. TEACH Las Vegas Update — FYI — Matthew Brown — 5 m

The Teach Las Vegas board approved its 6 year CMO agreement with TEACH Public Schools.

TEACH Las Vegas was awarded a Great Schools for Nevada charter school program grant funds worth up to $1,500,000 (budget approval pending). These funds were based on a a competitive grant process completed by the TEACH Public Schools (CMO).

Teach Las Vegas board approved its lease agreement with Red Hook Capital Partners for its campus at 4648, 4654 and 4660. The campus will be developed to house all Teach Las Vegas students grades K-12.

CMO staff is working on completing the SPCSA pre opening checklist items to prepare for the schools opening this fall.

E. 2021-2022 Org Chart & New CMO Positions — Vote — Matthew Brown — 5 m

Consider motion to approve adding Director of IT & Director of Governance, Compliance & Stakeholder Engagement as soon as May 1, 2021 pending the right candidate.

New Positions
-Director of IT
-Director of Governance, Compliance & Stakeholder Engagement

		Purpose	Presenter	Time
	Removed Positions -Director of Development & Special Projects			
F.	Public Policy Charter School Merger or Acquisition / Limited Service Agreement	Vote	Matthew Brown	5 m
G.	E-Rate Agreement	Vote	Enrique Robles	5 m
	Staff recommends Board Approval for a 36-month agreement with Spectrum Enterprise for Internet Services for all TEACH Schools.			
H.	TEACH Public Schools Lease Agreement	Vote	Matthew Brown	5 m
	A 6 month lease agreement 1846 -1848 W. Imperial Hwy. Los Angeles, CA 90047. This site will act as the TEACH Public School's home office as work on the 10600 facility continues.			
I.	2nd Term (2 years) for Board Members Spencer Burrows and Luz Castillo	Vote	Matthew Brown	5 m
	Board members Spencer Burrows and Luz Castillo 2 Year Term ends May 1, 2021. Proposed resolution to approve a second two year term for both members from May 1, 2021 - May 1, 2023.			
J.	Board Member Applicant - JJ Lewis	Discuss	Matthew Brown	5 m
IV.	**School Site Reports**			**6:12 PM**
A.	TEACH Academy of Technologies	FYI	Suzette Torres	5 m
	Principals Report			
B.	TEACH Tech Charter High School	FYI	Monique Woodley	5 m
C.	TEACH Preparatory Elementary School	FYI	Sharon Rhee	5 m
V.	**Closing Items**			**6:27 PM**
A.	Upcoming Meeting Date	Vote	Shawnna Lawson	1 m
	Regular Meeting Scheduled for May 19, 2021 at 5pm.			
B.	BOARD MEMBER COMMENTS	Discuss	Sonali Tucker	5 m
	Time for board members to make any public comments.			
C.	Adjourn Meeting	Vote	Sonali Tucker	

Coversheet

March 17th Board Meeting Minutes

Section: II. CONSENT ITEMS
Item: C. March 17th Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for March 17, 2021 Regular Board Meeting on March 17, 2021

APPROVED

TEACH Public Schools

Minutes

March 17, 2021 Regular Board Meeting

Date and Time
Wednesday March 17, 2021 at 5:00 PM

Location
Join Zoom Meeting
https://teachpublicschools-org.zoom.us/j/84553311429
Meeting ID: 845 5331 1429
One tap mobile
+16699006833,,84553311429# US (San Jose)
+13462487799,,84553311429# US (Houston)
Dial by your location
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 845 5331 1429
Find your local number: https://teachpublicschools-org.zoom.us/u/kPvhaOEXj

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

For more information concerning this agenda or for materials relating to this meeting, please contact TEACH Public Schools, 10600 S. Western Ave. Los Angeles, CA 90047; phone: 323-872-0808; fax 323-389-4898.

www.teachpublicschools.org

Matt Brown is inviting you to a scheduled Zoom meeting.
Topic: TEACH Public Schools Board of Directors Meeting
Time: Mar 17, 2021 05:00 PM Pacific Time (US and Canada)
Join Zoom Meeting
https://teachpublicschools-org.zoom.us/j/84553311429
Meeting ID: 845 5331 1429
One tap mobile
+16699006833,,84553311429# US (San Jose)
+13462487799,,84553311429# US (Houston)
Dial by your location
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 845 5331 1429
Find your local number: https://teachpublicschools-org.zoom.us/u/kPvhaOEXj

---

Directors Present

A. Dragon (remote), J. Lobdell (remote), K. McGregor (remote), K. Piazza (remote), S. Burrows (remote), S. Tucker (remote)

Directors Absent

L. Castillo

Guests Present

Allan (remote), Dr.Hughes (remote), E. Robles (remote), M. Brown (remote), M. Pimienta (remote), M. Woodley (remote), R. Carranza (remote), S. Lawson, S. Torres (remote), T. Thompson (remote)

I. Opening Items

A. Call the Meeting to Order

S. Tucker called a meeting of the board of directors of TEACH Public Schools to order on Wednesday Mar 17, 2021 at 5:07 PM.

B. Record Attendance and Guests

C. Public Comment

No Public Comments

II. CONSENT ITEMS

A. Consent Items

S. Burrows made a motion to approve Consent Items 1. March 17th, 2021 Board Agenda 2. February 17th, 2021 Board Meeting Minutes 3.Independent Auditor Contract.
K. McGregor seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Tucker	Aye
J. Lobdell	Aye
K. Piazza	Aye
A. Dragon	Aye
S. Burrows	Aye
K. McGregor	Aye
L. Castillo	Absent

B. Approval of March 17, 2021 Regular Board Meeting Agenda

S. Burrows made a motion to approve March 17th, 2021 meeting agenda.
K. McGregor seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

A. Dragon	Aye
S. Tucker	Aye
S. Burrows	Aye
J. Lobdell	Aye
L. Castillo	Absent
K. Piazza	Aye

Roll Call

K. McGregor Aye

C. February 17th Board Meeting Minutes

S. Burrows made a motion to approve the minutes from TEACH Public Schools February 17th Regular Board Meeting on 02-17-21.
K. McGregor seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Tucker Aye
L. Castillo Absent
K. McGregor Aye
J. Lobdell Aye
K. Piazza Aye
A. Dragon Aye
S. Burrows Aye

D. CLA Independent Auditor Contract Fiscal Year Ending June 31, 2021

S. Burrows made a motion to approve CLA Independent Auditor Contract Fiscal Year Ending June 31, 2021.
K. McGregor seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Burrows Aye
L. Castillo Absent
K. Piazza Aye
A. Dragon Aye
J. Lobdell Aye
K. McGregor Aye
S. Tucker Aye

III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION

A. Fiscal Report

Theresa went over February Highlights ♣ SBA Payroll Protection Plan Loan funds received in May in the amount of $1.003M - Teach has been notified that full amount has been forgiven/loan was recognized as revenue in applicable apportionments across all locations during January 2021 ♣ New Cares Act Funding (Coronavirus Response and Relief Supplemental Appropriations Act 2021)Elementary and Secondary School Relief (ESSER II Fund) preliminary eligibility amount for TAT- $618,061-, TTHS $499,881, TES- $170,505 Please note- funds have not been forecasted at this time. ♣ TEACH Academy , TEACH Tech, TEACH Prep & TPS with projected surplus, positive cash flow, and positive fund balances projected at year end. ♣ TEACH Academy , TEACH Tech, TEACH Prep &

TPS projected to exceed Debt Service Reserve Requirements of 1.20 and 45-Day Cash on Hand Requirement ♣ Per the Governor's June Approved Budget-the 10% initial cut was reversed. FY20/21 Funding levels are now based on FY19/20 funding rates . ♣ Senate Bill (SB) 820 Funding Levels for Growing LEAs- ADA funding cap based on lesser of FY20/21 Reported Budgeted ADA or CALPADS enrollment as of Information Day 10/7/2020 ♣ FY20/21 Forecasts has been updated to reflect REVISED Spring 2021 Funding Deferrals. Total funds deferred to FY21/22- TAT: $662K~~TTHS $1.19M TES $506K- See Updated Deferral Schedule Per CDE vs. prior anticipated amounts TAT: $1.052M ~~TTHS $1.439M TES $726KTEACH PUBLIC SCHOOLS 3 February Highlights ♣ TEACH applied and received Learning Loss Mitigation Funds- approximate funding allocations are: TAT: $492,982~~ TTHS: $518,033~~ TES: $150,943 : Funds have been added to FY20/21 forecasts- Any additional projected expenses will be added to the FY20/21 forecast. See "Use of Funds" slide- YTD Spending: $ TAT-$ 436,330 //TTHS $ 398,563// TES $134,754 ♣ Elementary and Secondary School Emergency Relief Fund- funds awarded @ 80% of projected FY19 Title I allocation or Academy $135,690*** TECH $110,219,- Funding to be used so support coronavirus response activities as well as efforts to continue to provide education services and operations- ♣ There is a possibility of increased funding per ADA for SPED as the Approved State Budget increased the base rate from $577/ ADA to $625 /ADA. (Current FY20/21 approved Budgets were $500 per ADA with 1% Administration Fee) ♣ Lottery funds per ADA decreased compared to Budget -Forecasted to be $199 per ADA-Budgeted at $207 per ADA-small change in revenue

B. TEACH Public Schools AB 86 COVID-19 In-Person School Reopening Plan

Dr. Carranza presented the TEACH Public Schools AB 86 COVID-19 In-Person School Reopening Plan. All TEACH schools will reopen in an optional hybrid model starting April 1, 2021.

S. Burrows made a motion to approve TEACH Public Schools AB 86 COVID-19 In-Person School Reopening Plan.

S. Tucker seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

J. Lobdell	Aye
L. Castillo	Absent
S. Tucker	Aye
K. Piazza	Aye
S. Burrows	Aye
A. Dragon	Aye
K. McGregor	Aye

C. TEACH Las Vegas CMO Agreement

Mr. Brown presented the finalized version of the TEACH Las Vegas CMO Agreement to the board. The board asked if additional staffing would be required with the additional

service responsibilities. Mr. Brown stated yes, and that the CMO was preparing to add 2 or 3 new positions in the coming months.

J. Lobdell made a motion to approve TEACH Las Vegas CMO Agreement.

S. Burrows seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Burrows	Aye
S. Tucker	Aye
A. Dragon	Aye
J. Lobdell	Aye
K. Piazza	Aye
L. Castillo	Absent
K. McGregor	Aye

D. TEACH Inc. Amendment to Articles of Incorporation

Mr. Brown presented an updated version of the TEACH Inc. Articles of Incorporation to remove "California" from the organizations purpose of manage, operate, guide, direct and promote one or more public charter schools.

J. Lobdell made a motion to approve TEACH Inc. Amendment to Articles of Incorporation.

S. Tucker seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

K. Piazza	Aye
L. Castillo	Absent
A. Dragon	Aye
S. Tucker	Aye
K. McGregor	Aye
S. Burrows	Aye
J. Lobdell	Aye

E. Public Policy Charter School Merger or Acquisition / Limited Service Agreement

Mr. Brown presented a limited services agreement between TEACH Inc and Public Policy Charter School. Under the agreement TEACH would provide support and expertise in securing a new facility for Public Policy and student recruitment. The agreement also memorializes the two school hopes to merge, be acquired or form a CMO relationship at a later date, pending LASUD approval. The board asked if additional staff would be need under this agreement. Mr. Brown stated that no additional staff would be necessary to provide services under this agreement. Most of the work would be done by Dr. Carranza and Mr. Brown.

F. Form 700 Statement Due April 1, 2021

Matt and Shawnna informed the board members of the deadline of the 700 forms to the County and LAUSD offices.

G. Food Service Management Company Contract Renewal

S. Tucker made a motion to approve Food Service Management Company Contract Renewal.
J. Lobdell seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

K. Piazza	Aye
S. Tucker	Aye
L. Castillo	Absent
J. Lobdell	Aye
S. Burrows	Aye
A. Dragon	Aye
K. McGregor	Aye

IV. School Site Reports

A. TEACH Academy of Technologies

Ms. Torres informed the board members of TAT enrollment, enrollment and turnover, attendance, certified and classified staff and PD's.

B. TEACH Tech Charter High School

Dr. Woodley informed the board members of enrollment, attendance, technology, logistics of reopening, March ELPAC Testing Professional Development Project Based Learning, Standards Based Grading, 1-1 Meetings with teachers Student Life Self-Care Club, Raices Move Night, Parent Engagement Held twice in one day - need more engagement, ELAC and SSC this Month Office Hours Monday through Thursday from 8-1 and Fridays by appointment Students Continuing with current clubs February LAUSD Oversight Visit March WASC, Teacher Evaluations Begin April and May CAASPP Testing May AP Testing 9 AP Exams - AP Spanish is in person

C. TEACH Preparatory Elementary School

Absent

V. Closing Items

A. Upcoming Meeting Date

Shawnna informed the board members that the next meeting is scheduled for April 21, 2021 at 5pm

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 6:09 PM.

Respectfully Submitted,
S. Tucker

Coversheet

The Education Team Service Agreement and Rate Sheet

Section:	II. CONSENT ITEMS
Item:	D. The Education Team Service Agreement and Rate Sheet
Purpose:	Vote
Submitted by:	
Related Material:	TET LA Rates - 2021-05-01.pdf 1) TET Service Agreement.pdf



THE EDUCATION TEAM

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

Greater Los Angeles Price List

****** Effective May 1, 2021 ******

Employee Category	Minimum Qualifications	Hourly Rate
• After School Teacher	• 48 semester units in any courses OR • AA Degree in any subject	27.95
• Degree Only *Teacher Assistant / Para Educator	• Bachelor's Degree in any subject	32.95
• Degree & CBEST	• Bachelor's Degree or higher *and* • CBEST or CSET	34.95
• 30-Day Sub Permit	• Bachelor's Degree or higher *and* • 30-Day Substitute Teacher Permit	37.95
• Multi-Subject	• CTC issued Multiple Subject Credential	39.95
• Single-Subject Credential	• CTC issued Single Subject Credential	41.95
• Special Education Credential	• CTC issued Special Education Credential	53.95

Long-term assignments over one week in duration involving lesson planning or grading will incur a $25 per day surcharge on each day commencing with day six.

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind.

Service Agreement

THE EDUCATION TEAM

NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.

This agreement is entered into by and between **ChildCare Careers, LLC dba The Education Team** (hereafter "TET") and "Customer" (named below). TET and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from TET. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.

2. Customer will pay the four (4) hour minimum if a request for service from TET is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to **The Education Team office.** Notice to the temporary personnel is not adequate.

3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. TET will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.

4. Customer will promptly pay all invoices for services rendered according to the then current TET fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.

5. Customer will instruct and supervise the TET employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize TET employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business.

6. Customer acknowledges that TET has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through TET), a current or former TET employee introduced to Customer by TET (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay TET a placement fee according to TET's then current fee schedule. Customer will notify TET in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through TET. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from TET does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.

7. In any action or proceeding involving a dispute between TET and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by TET, and a binding agreement created between TET and Customer on the terms set forth herein, upon TET providing its employees to Customer.

Customer Name: _____
Full Legal Name of Entity

By: _____ Title: _____
Signature

Print Name: _____ Date: _____
Authorized Representative of Customer (Print Name)

Coversheet

Fiscal Report

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: A. Fiscal Report
Purpose: FYI
Submitted by:
Related Material:
TEACH_New PPT Template for Monthly Board Presentations - March 2021-Final Version.pdf

CHARTER IMPACT

TEACH Academy of Technologies, TEACH Tech Charter High School, TEACH Prep Elementary, TEACH Public Schools, Cunningham & Morris, LLC, Wooten Avila, LLC and TEACH Foundation, Inc.

Monthly Financial Presentation – March 2021

March Highlights

- SBA Payroll Protection Plan Loan funds received in May in the amount of $1.003M - Teach has been notified that full amount has been forgiven/loan was recognized as revenue in applicable apportionments across all locations during January 2021
- New Estimated Federal Funding Rescue Plan (Elementary and Secondary School Emergency Relief Fund- (ESSER III) TAT **$1,375,403** , TTHS $ **1,112,411**, TES- $0 Funds are not forecasted at this time- more information will be provided at later date
- New Cares Act Funding (Coronavirus Response and Relief Supplemental Appropriations Act 2021)Elementary and Secondary School Relief (ESSER II Fund) preliminary eligibility amount for TAT- **$618,061-,** TTHS **$499,881,** TES- **$170,505** Please note- funds have not been forecasted at this time.
- Preliminary Eligible In-Person Instruction Grant TAT **$153,091,** TTHS,**169,498** TES **$67,866** and Expanded Learning Opportunity Grant TAT, **$322,458 TTHS $358,017, TES $ 142,948-** See Eligible Use Slide
- TEACH Academy , TEACH Tech, TEACH Prep & TPS with projected surplus, positive cash flow, and positive fund balances projected at year end.
- TEACH Academy , TEACH Tech, TEACH Prep & TPS projected to exceed Debt Service Reserve Requirements of 1.20 and 45-Day Cash on Hand Requirement
- Per the Governor's June Approved Budget-the 10% initial cut was reversed. FY20/21 Funding levels are now based on FY19/20 funding rates .
- FY20/21 Forecasts has been updated to reflect REVISED Spring 2021 Funding Deferrals. Total funds deferred to FY21/22- **TAT: $778K~~TTHS $1.09M TES $506K- See Updated Deferral Schedule Per CDE** vs. prior anticipated amounts **TAT: $1.052M ~~TTHS $1.439M TES $726K-**

March Highlights

- TEACH applied and received Learning Loss Mitigation Funds- approximate funding allocations are: TAT: **$492,982**~~ TTHS: **$518,033**~~ TES: **$150,943** : Funds have been added to FY20/21 forecasts- Any additional projected expenses will be added to the FY20/21 forecast. See "Use of Funds" slide- YTD Spending: **$ TAT-$ 477,427 //TTHS $ 518,033// TES $148,528**

- Elementary and Secondary School Emergency Relief Fund (ESSER I)- funds awarded @ 80% of projected FY19 Title I allocation or Academy $**135,690*** TECH **$110,219,-** Funding to be used so support coronavirus response activities as well as efforts to continue to provide education services and operations-

- Senate Bill (SB) 820 Funding Levels for Growing LEAs- ADA funding cap based on lesser of FY20/21 Reported Budgeted ADA or CALPADS enrollment as of Information Day 10/7/2020

- There is a possibility of increased funding per ADA for SPED as the Approved State Budget increased the base rate from $577/ ADA to $625 /ADA. (Current FY20/21 approved Budgets were $500 per ADA with 1% Administration Fee)

- Lottery funds per ADA decreased compared to Budget -Forecasted to be $199 per ADA- Budgeted at $207 per ADA- small change in revenue

TEACH Academy of Technologies
Board Summary
FY20/21

CHARTER IMPACT

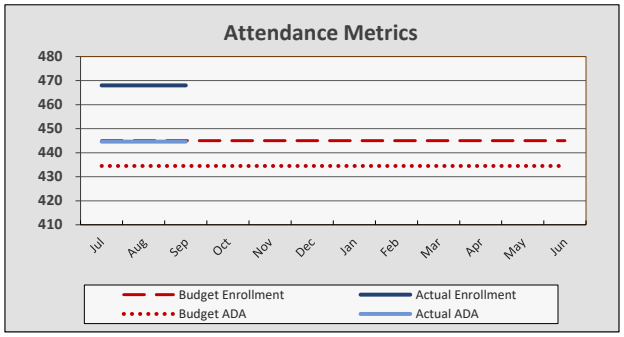
	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 3,266,051	$ 2,814,035	$ 452,016	$ 4,695,622	$ 4,529,655	$ 165,967
Federal Revenue	1,432,591	1,919,442	(486,851)	1,886,851	2,239,582	(352,731)
Other State Revenue	722,493	579,313	143,180	1,177,200	991,928	185,273
Other Local Revenue	500	500	-	500	500	-
Total Revenue	**$ 5,421,635**	**$ 5,313,290**	**$ 108,345**	**$ 7,760,173**	**$ 7,761,665**	**$ (1,491)**

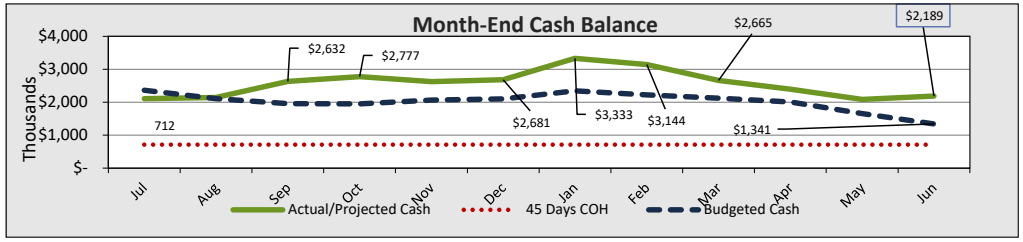
	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 952,697	$ 993,818	$ 41,121	$ 1,343,149	$ 1,396,393	$ 53,244
Classified Salaries	200,933	177,927	(23,006)	275,496	242,410	(33,086)
Benefits	343,539	377,765	34,227	487,927	521,112	33,184
Books and Supplies	471,395	540,176	68,781	832,287	670,298	(161,989)
Subagreement Services	222,822	354,483	131,661	395,834	509,799	113,965
Operations	138,272	142,735	4,463	183,529	191,697	8,168
Facilities	689,155	733,624	44,469	937,052	980,921	43,869
Professional Services	870,086	833,628	(36,458)	1,205,061	1,168,523	(36,538)
Depreciation	86,115	83,980	(2,134)	116,073	111,973	(4,099)
Interest	11,595	3,865	(7,730)	2,576	3,865	1,289
Total Expenses	**$ 3,986,609**	**$ 4,242,002**	**$ 255,393**	**$ 5,778,984**	**$ 5,796,990**	**$ 18,006**

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Total Surplus(Deficit)	**$ 1,435,026**	**$ 1,071,288**	**$ 363,738**	**$ 1,981,189**	**$ 1,964,675**	**$ 16,515**
Beginning Fund Balance	2,739,770	2,739,770		2,739,770	2,739,770	
Ending Fund Balance	**$ 4,174,796**	**$ 3,811,058**		**$ 4,720,960**	**$ 4,704,445**	
As a % of Annual Expenses	*72.2%*	*65.7%*		*81.7%*	*81.2%*	

434 ADA CAP

Enrollment & Per Pupil Data	Avg Actual	Forecast	Budget
Average Enrollment	*468*	*445*	*445*
ADA	*445*	*434*	*423*
Attendance Rate	*95.0%*	*97.6%*	*95.0%*
Unduplicated %	*97.1%*	*97.1%*	*96.5%*
Revenue per ADA		*$17,861*	*$13,854*
Expenses per ADA		*$13,301*	*$13,148*





TEACH TECH Charter High School

Board Summary

FY20-21

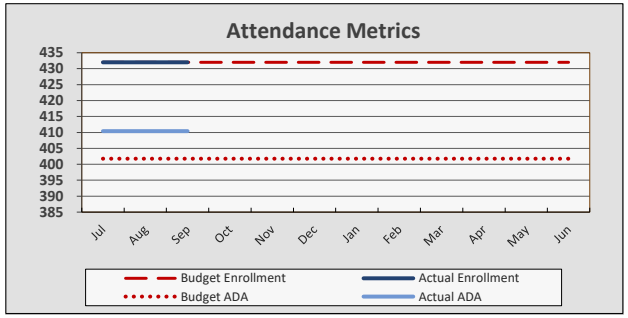
	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 3,339,811	$ 2,978,686	$ 361,125	$ 5,203,704	$ 5,143,215	$ 60,489
Federal Revenue	1,074,125	882,324	191,801	1,274,685	1,167,725	106,960
Other State Revenue	502,672	454,143	48,529	846,225	815,527	30,698
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 4,916,609**	**$ 4,315,153**	**$ 601,456**	**$ 7,324,614**	**$ 7,126,467**	**$ 198,147**

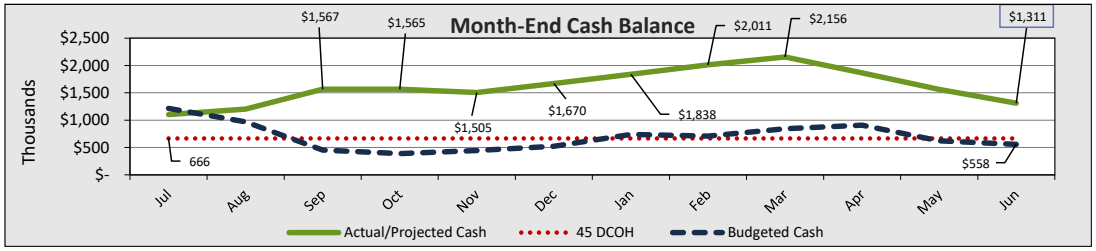
	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 1,138,303	$ 1,138,842	$ 539	$ 1,613,122	$ 1,609,861	$ (3,261)
Classified Salaries	126,641	273,210	146,569	269,482	407,374	137,893
Benefits	368,364	389,395	21,031	538,648	539,246	598
Books and Supplies	296,965	534,760	237,795	507,314	658,148	150,834
Subagreement Services	57,854	197,405	139,551	164,577	290,411	125,833
Operations	146,050	155,316	9,265	196,186	205,452	9,265
Facilities	578,430	601,442	23,012	789,115	805,785	16,670
Professional Services	827,093	802,028	(25,064)	1,274,039	1,236,622	(37,417)
Depreciation	34,638	33,058	(1,580)	48,786	44,077	(4,709)
Total Expenses	**$ 3,574,337**	**$ 4,125,456**	**$ 551,119**	**$ 5,401,269**	**$ 5,796,976**	**$ 395,707**

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Total Surplus(Deficit)	**$ 1,342,272**	**$ 189,697**	**$ 1,152,574**	**$ 1,923,345**	**$ 1,329,491**	**$ 593,854**
Beginning Fund Balance	1,712,999	1,712,999		1,712,999	1,712,999	
Ending Fund Balance	**$ 3,055,271**	**$ 1,902,696**		**$ 3,636,345**	**$ 3,042,491**	
As a % of Annual Expenses	*56.6%*	*32.8%*		*67.3%*	*52.5%*	

409 ADA CAP

Enrollment & Per Pupil Data	Actual	Forecast	Budget
Average Enrollment	*432*	*432*	*440*
ADA	*410*	*402*	*409*
Attendance Rate	*95.0%*	*93.0%*	*93.0%*
Unduplicated %	*94.6%*	*94.6%*	*92.6%*
Revenue per ADA		*$18,231*	*$15,115*
Expenses per ADA		*$13,444*	*$13,542*





TEACH Preparatory

Board Summary

FY20/21

CHARTER IMPACT

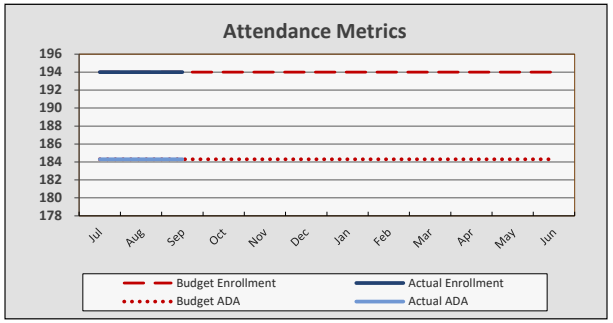
	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 1,231,760	$ 1,020,386	$ 211,374	$ 2,128,984	$ 2,111,345	$ 17,639
Federal Revenue	341,260	290,789	50,471	391,595	373,923	17,672
Other State Revenue	193,275	187,754	5,522	368,102	368,821	(719)
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 1,766,295**	**$ 1,498,928**	**$ 267,367**	**$ 2,888,681**	**$ 2,854,089**	**$ 34,591**

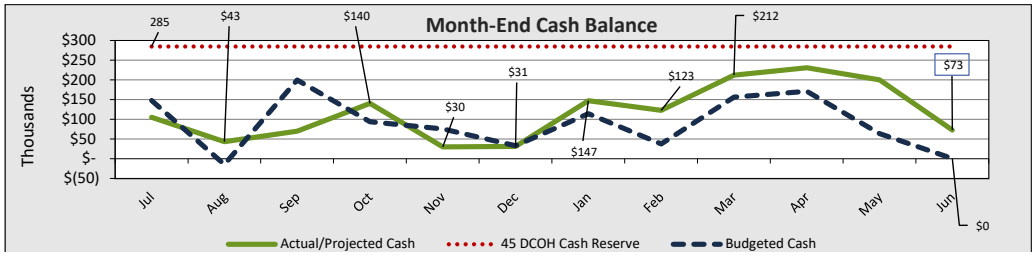
	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 383,092	$ 378,508	$ (4,584)	$ 546,590	$ 536,901	$ (9,689)
Classified Salaries	150,391	122,434	(27,957)	225,295	171,525	(53,771)
Benefits	147,651	128,408	(19,242)	208,138	178,818	(29,321)
Books and Supplies	147,939	243,797	95,857	210,871	327,330	116,459
Subagreement Services	18,111	52,163	34,052	46,879	76,608	29,729
Operations	49,553	60,046	10,493	73,067	82,443	9,376
Facilities	372,537	382,354	9,818	500,027	509,844	9,818
Professional Services	317,086	329,138	12,052	468,500	456,213	(12,286)
Depreciation	19,428	16,261	(3,167)	28,278	21,754	(6,524)
Interest	1,550	2,119	569	1,550	2,119	569
Total Expenses	**$ 1,607,338**	**$ 1,715,228**	**$ 107,891**	**$ 2,309,194**	**$ 2,363,554**	**$ 54,360**

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Total Surplus(Deficit)	**$ 158,957**	**$ (216,300)**	**$ 375,257**	**$ 579,487**	**$ 490,535**	**$ 88,951**
Beginning Fund Balance	568,491	568,491		568,491	608,169	
Ending Fund Balance	**$ 727,448**	**$ 352,191**		**$ 1,147,977**	**$ 1,098,704**	
As a % of Annual Expenses	*31.5%*	*14.9%*		*49.7%*	*46.5%*	

204 ADA CAP

Enrollment & Per Pupil Data	Actual	Forecast	Revised Budget
Average Enrollment	*194*	*194*	*195*
ADA	*184*	*184*	*184*
Attendance Rate	*95.0%*	*95.0%*	*95.0%*
Unduplicated %	*96.0%*	*96.0%*	*95.6%*
Revenue per ADA		*$15,674*	*$13,588*
Expenses per ADA		*$12,530*	*$13,336*





TEACH Public Schools

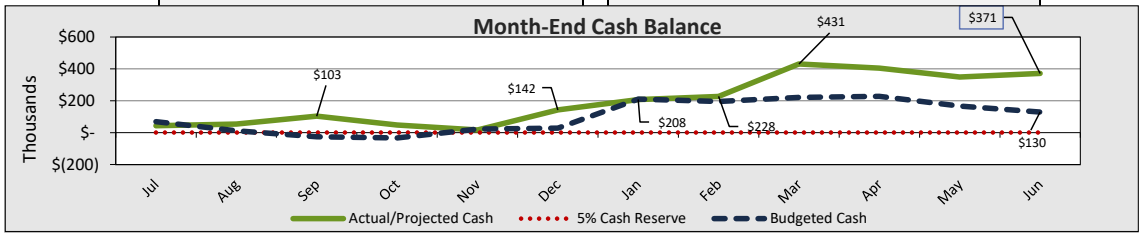
Board Summary

FY20-21

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	**Revised Budget @ 03/31/2021**	**Fav/(Unfav)**	**Forecast @ 6/30/2020**	**Revised Budget @ 6/30/2021**	**Fav/(Unfav)**
Revenue						
Federal Revenue	73,096	-	73,096	73,096	-	73,096
Other Local Revenue	1,149,931	1,042,761	107,170	1,723,189	1,685,511	37,678
Total Revenue	**$ 1,223,027**	**$ 1,042,761**	**$ 180,267**	**$ 3,481,796**	**$ 1,685,511**	**$ 110,774**

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	**Revised Budget @ 03/31/2021**	**Fav/(Unfav)**	**Forecast @ 6/30/2020**	**Revised Budget @ 6/30/2021**	**Fav/(Unfav)**
Expenses						
Certificated Salaries	$ 439,300	$ 429,881	$ (9,419)	$ 654,941	$ 595,522	$ (59,419)
Classified Salaries	169,844	188,142	18,298	245,315	263,613	18,298
Benefits	157,141	171,473	14,332	248,308	231,887	(16,422)
Books and Supplies	27,255	51,337	24,082	41,753	64,635	22,882
Subagreement Services	1,615	2,236	621	2,734	3,355	621
Operations	33,849	40,196	6,348	52,153	56,901	4,748
Facilities	67,983	67,969	(13)	73,976	83,123	9,147
Professional Services	10,215	34,642	24,428	22,221	46,649	24,428
Depreciation	10,117	9,935	(181)	13,552	13,185	(366)
Total Expenses	**$ 917,319**	**$ 995,812**	**$ 78,494**	**$ 1,354,953**	**$ 1,358,869**	**$ 3,916**

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	**Revised Budget @ 03/31/2021**	**Fav/(Unfav)**	**Forecast @ 6/30/2020**	**Revised Budget @ 6/30/2021**	**Fav/(Unfav)**
Total Surplus(Deficit)	**$ 305,708**	**$ 46,949**	**$ 258,760**	**$ 368,236**	**$ 326,642**	**$ 41,594**
Beginning Fund Balance	42,262	42,262		42,262	42,262	
Ending Fund Balance	**$ 347,970**	**$ 89,211**		**$ 410,498**	**$ 368,904**	
As a % of Annual Expenses	*25.7%*	*6.6%*		*30.3%*	*27.1%*	



FY21 Funding Deferrals

Month	Original Percentage of Deferral	Revised P1 Percentage of Deferral
February	53%	48%
March	82%	75%
April	82%	75%
May	82%	75%

Use of Learning Loss Mitigation Funding

Use of Funds

The focus for the use of the funds and distribution formula are outlined in the 2020–21 budget package, with focus to use the funds to support transitional kindergarten through 12th grade pupil academic achievement and mitigate learning loss related to COVID-19 school closures. Specifically, funds are to be used for:

- Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports that begin before the start of the school year and the continuation of intensive instruction and supports into the school year.
- Extending the instructional school year by making adjustments to the academic calendar, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time or services provided to pupils based on their learning needs.
- Providing additional academic services for pupils, such as diagnostic assessments of pupil learning needs, intensive instruction for addressing gaps in core academic skills, additional instructional materials or supports, or devices or connectivity for the provision of in-classroom and distance learning.
- Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities to help teachers and parents support pupils in distance-learning contexts, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

Use of Elementary and Secondary School Emergency Relief Fund

Use of Funds - ESSERF
An LEA may use ESSER funds for any allowable expenditure incurred on or after March 13, 2020, the date the President declared the national emergency due to COVID-19. Federal cash management rules will apply to this funding.
LEAs can use ESSER funds for any activities authorized by the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act of 2000 (ESSA), Individuals with Disabilities Education Act (IDEA), the Adult Education and Family Literacy Act, the Perkins Career and Technical Education (CTE) Act, or the McKinney-Vento Homeless Assistance Act. Additional information about the allowable uses of funds can be found on the ESSER Fund Allowable Uses webpage.
In addition to these, LEAs can use funds for the following activities:
Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies
Providing principals and others school leaders with the resources necessary to address the needs of their individual schools
Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population
Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs
Planning for and coordinating on long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students)
Staff training and professional development on sanitation and minimizing the spread of infectious disease
Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA
Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology
Mental health services and supports
Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care
Discretionary funds for school principals to address the needs of their individual schools
Other activities that are necessary to maintain the operation and continuity of services in LEAs and to continuing the employment of their existing staff

FY21 In Person Instruction Grant and Expanded Learning Grant

Funding	Source of Funding	State Funding Amount	Distribution	Allowable Uses	Timeline for Use	SACS[1] Code	Additional Considerations
In-Person Instruction Grant	State Proposition 98 funds	$2.0B	Proportion of 2020–21 LCFF entitlement SSC allocation estimates	Any purpose consistent with providing in-person instruction—such as COVID-19 testing, cleaning and disinfection, personal protective equipment, ventilation, and other school site upgrades necessary for health and safety, salaries for employees providing in-person instruction or services, and mental health support services provided in conjunction with in-person instruction	Available for expenditure through August 31, 2022	TBD	Must offer in-person instruction to required students by April 1, 2021 Grant reduced 1% each day until in-person instruction is offered to all required students Grant forfeited for failure to offer in-person instruction to required students by May 15, 2021, or for failure to provide continuous in-person instruction through the end of the school year Certification to the CDE by June 1, 2021, that the LEA has complied with grant requirements Report of final expenditure of funds due to the CDE by December 1, 2022

Funding	Source of Funding	State Funding Amount	Distribution	Allowable Uses	Timeline for Use	SACS[1] Code	Additional Considerations
Expanded Learning Opportunity Grant	State Proposition 98 funds	$4.6B	Proportion of 2020–21 LCFF entitlement plus $1,000 for each enrolled homeless student SSC allocation estimates	1. Extended instructional learning time 2. Learning recovery 3. Integrated student supports to address other barriers to learning 4. Learning hubs 5. Supports for credit-deficient students 6. Additional academic services 7. Professional development	Available for expenditure through August 31, 2022	TBD	By June 1, 2021, local board adoption of a plan for use of grant funds At least 85% of funds must be used for in-person services At least 10% of funds must be used to hire paraprofessionals (can be used to meet 85% requirement for in-person services) Report of final expenditure of funds due to the CDE by December 1, 2022

CHARTER IMPACT

TEACH Academy of Technologies

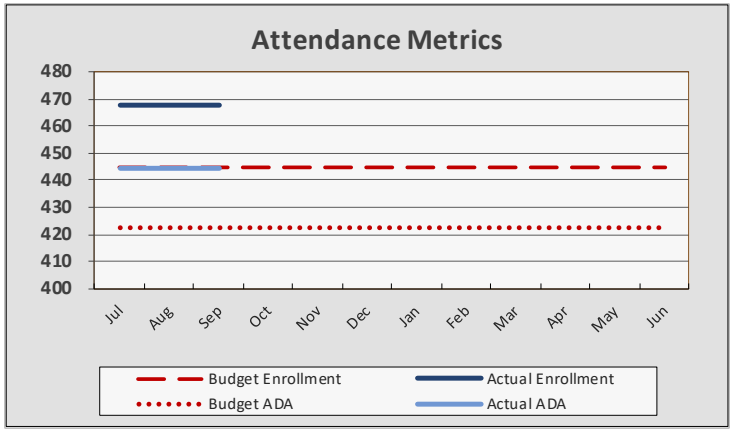
Monthly Financial Presentation – March 2021

TAT – Attendance Data and Metrics

Enrollment and Per Pupil Data

	434 ADA CAP		
Enrollment & Per Pupil Data			
	Avg Actual	***Forecast***	***Budget***
Average Enrollment	*468*	*445*	*445*
ADA	*445*	*434*	*423*
Attendance Rate	*95.0%*	*97.6%*	*95.0%*
Unduplicated %	*97.1%*	*97.1%*	*96.5%*
Revenue per ADA		*$17,861*	*$13,854*
Expenses per ADA		*$13,301*	*$13,148*

Attendance Metrics



Spring 2020 P2 ADA of 434.51 determines LCFF allocations for June 2020- January 2021 Apportionments from February 2021-May 2021 will be based on Spring 2020 P2 amounts of 434.48

TAT - Revenue

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 3,266,051	$ 2,814,035	$ 452,016	$ 4,695,622	$ 4,529,655	$ 165,967
Federal Revenue	1,432,591	1,919,442	(486,851)	1,886,851	2,239,582	(352,731)
Other State Revenue	722,493	579,313	143,180	1,177,200	991,928	185,273
Other Local Revenue	500	500	-	500	500	-
Total Revenue	**$ 5,421,635**	**$ 5,313,290**	**$ 108,345**	**$ 7,760,173**	**$ 7,761,665**	**$ (1,491)**

Note: Variance(s) explanation on next slide

TAT - Revenue

- **State Aid-Rev: Projected increase of $165.9K** as previous amounts based on budgeted ADA of 423, however TAT will be held harmless at Spring 2020 P2 ADA of 434.48. P/Y
- **Federal Revenue: Projected decrease by of $352.7K is mainly due to:** Projected increase in Federal Nutrition of $150.5 as nutrition services are being serviced through Middle School Account for current distribution process. Other Federal Revenue increase by $476K as projecting that remaining LLMF and ESSRF funds will be recognized as well as TAT's portion of the PPP Loan Forgiveness. Subject to changes if ESSR funds will not be spent in FY21. Projected P/Y revenue projected to decrease $1M as Forgiveness of PPP Loan reclassed to Other Federal Revenue line.
- **Other State Revenue: Projected increase by $185K and is mainly due to:** Projected increase in PY revenue by $93K for P/Y adjustments to Lottery Funds/CLIC ASES and CNIPS accounts. Projected increase of $23K in Child Nutrition as all services are being services through Middle School for current distribution process. Projected increase in Other State Revenue of $36.6K as State Portion of LLMF was recognized-reclassed State portion from Federal Revenue.

TAT – Expenses

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 952,697	$ 993,818	$ 41,121	$ 1,343,149	$ 1,396,393	$ 53,244
Classified Salaries	200,933	177,927	(23,006)	275,496	242,410	(33,086)
Benefits	343,539	377,765	34,227	487,927	521,112	33,184
Books and Supplies	471,395	540,176	68,781	832,287	670,298	(161,989)
Subagreement Services	222,822	354,483	131,661	395,834	509,799	113,965
Operations	138,272	142,735	4,463	183,529	191,697	8,168
Facilities	689,155	733,624	44,469	937,052	980,921	43,869
Professional Services	870,086	833,628	(36,458)	1,205,061	1,168,523	(36,538)
Depreciation	86,115	83,980	(2,134)	116,073	111,973	(4,099)
Interest	11,595	3,865	(7,730)	2,576	3,865	1,289
Total Expenses	**$ 3,986,609**	**$ 4,242,002**	**$ 255,393**	**$ 5,778,984**	**$ 5,796,990**	**$ 18,006**

Note: Variance(s) explanation on next slide

TAT – Expenses

- **Books and Supplies projected increase of $161.9K-** Mainly due to Non- Cap Equipment projected increase of $104K with $130K as placeholder to spend remaining ESSER funds this fiscal year- subject to change if funds are not spent. Child Nutrition increase of $51.9K as Nutrition services are processed through Middle School due to current distribution process- See also increase in Child Nutrition Revenue.
- **Subagreement Services projected decrease of $113.9K-** Mainly due to Substitute Teacher projected decrease of $97K and possibly to further decrease as minimal YTD expense incurred for current school closures. Other Educational consultants projected to decrease by $30K as per projected decline in After-School participation.
- **Facilities & Repairs projected to decrease by $43.8K-** Mainly due to decrease in repairs and maintenance account inclusive of $15K refunds and lower repairs completed this year as school building not in full use.
- **Professional Services projected increase of $36.5K**- Mainly due to projected CMO management fee increase by $53K as per increase in Revenue (in particular for LLMF and projected recognition of ESSR funds)

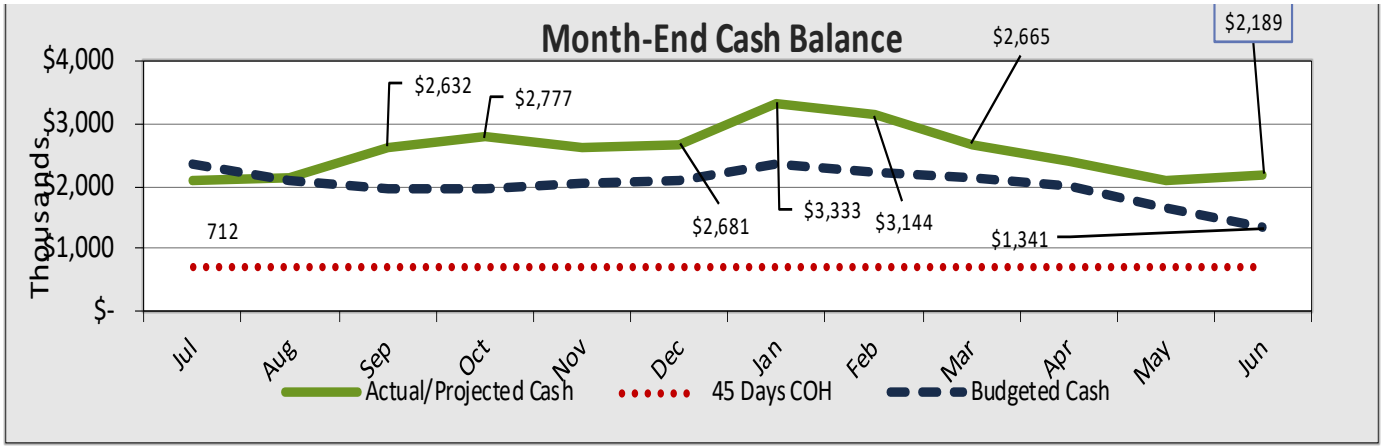
TAT – Fund Balance

- Net assets projected at year-end well over 3% reserve of $173K.
- Includes $152K of combined intercompany receivables to be received by 6/30/2020.

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Total Surplus(Deficit)	$ 1,435,026	$ 1,071,288	$ 363,738	$ 1,981,189	$ 1,964,675	$ 16,515
Beginning Fund Balance	2,739,770	2,739,770		2,739,770	2,739,770	
Ending Fund Balance	$ 4,174,796	$ 3,811,058		$ 4,720,960	$ 4,704,445	
As a % of Annual Expenses	*72.2%*	*65.7%*		*81.7%*	*81.2%*	

TAT – Cash Balance

- Positive Cash Balance projected at year-end at $2.18M/138 DCOH- which is above $712K or 45-DCOH bond requirement- Bond calculation allows for current unrestricted receivables at year-end of approx. $560K (ADCOH is 173.65)
- The debt service coverage ratio is currently forecasted at 4.2, bond requirement is 1.20- (surplus plus rent expense divided by rent payments)
- Includes $182K of intercompany receivables to be transferred before year-end
- Excludes $778K in Cash State Deferrals



CHARTER IMPACT

TEACH Tech Charter High School

Monthly Financial Presentation – March 2021

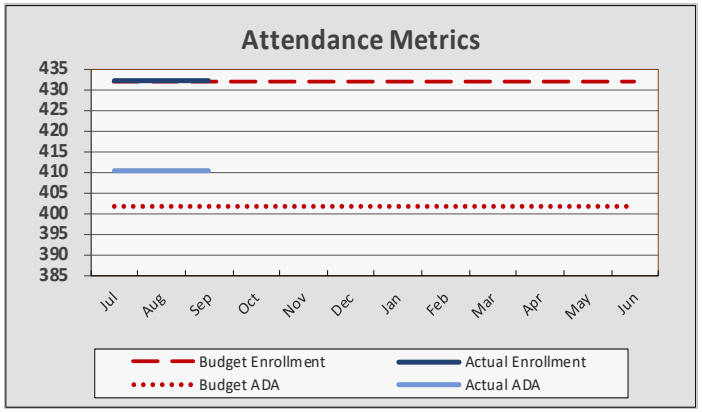
TTHS – Attendance Data and Metrics

Enrollment and Per Pupil Data

409 ADA CAP

Enrollment & Per Pupil Data	Actual	Forecast	Budget
Average Enrollment	*432*	*432*	*440*
ADA	*410*	*402*	*409*
Attendance Rate	*95.0%*	*93.0%*	*93.0%*
Unduplicated %	*94.6%*	*94.6%*	*92.6%*
Revenue per ADA		*$18,231*	*$15,115*
Expenses per ADA		*$13,444*	*$13,542*

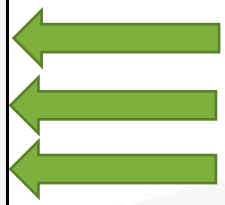
Attendance Metrics



Spring 2020 P2 ADA of 370.26 determines LCFF allocations for June 2020- January 2021 Apportionments from February 2021-May 2021 will be based on lessor of Approved School Budget ADA or Fall CALPADS enrollment as of Information Day 10.7.2020

TTHS - Revenue

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 3,339,811	$ 2,978,686	$ 361,125	$ 5,203,704	$ 5,143,215	$ 60,489
Federal Revenue	1,074,125	882,324	191,801	1,274,685	1,167,725	106,960
Other State Revenue	502,672	454,143	48,529	846,225	815,527	30,698
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 4,916,609**	**$ 4,315,153**	**$ 601,456**	**$ 7,324,614**	**$ 7,126,467**	**$ 198,147**



See next slide for variance explanation(s)

TTHS - Revenue

- **State- Aid Revenue projected to increase by $60.4K-** is mainly due to P/Y year LFCC revenue adjustment of $46K

- **Federal Revenue projected to increase by $106.9K-** mainly due to projected Federal Child Nutrition projected decrease of $303K as all lunch revenue is being recognized by the Academy due to distribution process. See decrease in Child Nutrition Expense. Federal Revenue projected to increase by $376K and represent $422.9K portion of PPP loan forgiven for TTHS's payroll and rent expenses

- **Other State Revenue projected to increase by $30.6K-**mainly due to State Portion of LLMF General Fund $40,503 was recognized as revenue. This amount reclass from Federal revenue

TTHS - Expenses

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 1,138,303	$ 1,138,842	$ 539	$ 1,613,122	$ 1,609,861	$ (3,261)
Classified Salaries	126,641	273,210	146,569	269,482	407,374	137,893
Benefits	368,364	389,395	21,031	538,648	539,246	598
Books and Supplies	296,965	534,760	237,795	507,314	658,148	150,834
Subagreement Services	57,854	197,405	139,551	164,577	290,411	125,833
Operations	146,050	155,316	9,265	196,186	205,452	9,265
Facilities	578,430	601,442	23,012	789,115	805,785	16,670
Professional Services	827,093	802,028	(25,064)	1,274,039	1,236,622	(37,417)
Depreciation	34,638	33,058	(1,580)	48,786	44,077	(4,709)
Total Expenses	**$ 3,574,337**	**$ 4,125,456**	**$ 551,119**	**$ 5,401,269**	**$ 5,796,976**	**$ 395,707**

Note: Variance explanation on next slide

TTHS – Expenses

- **Classified Salaries projected decrease of $137.8K** mainly due to projected Instructional Salaries decrease of $39K as budgeted for 4 employees however only 2 employees on staff with 2 open positions still forecasted. Clerical Salaries projected to decrease by $63K as budgeted overtime removed from forecast as well as 5 employees budgeted however only 3 employees on staff with 2 positions open and still remaining on forecast.

- **Books and Supplies projected decrease of $150.8K-**mainly due to projected: Increase in Non-Cap equipment by $119K as $105K is placeholder for remaining ESSER I expenditures- subject to change if expenses are not incurred by year-end. Projected decrease in Food Services as by $281K as services are currently charged to Middle School due to distribution procedures. See decrease in Child Nutrition Revenue
- **Subagreement Services projected decrease of $125.8K-**mainly due to Substitute Teacher projected decrease of $50K and projected to further decrease as per school closures. Security expense projected to decrease by $24.5K as per decrease in need for services due to school closures.

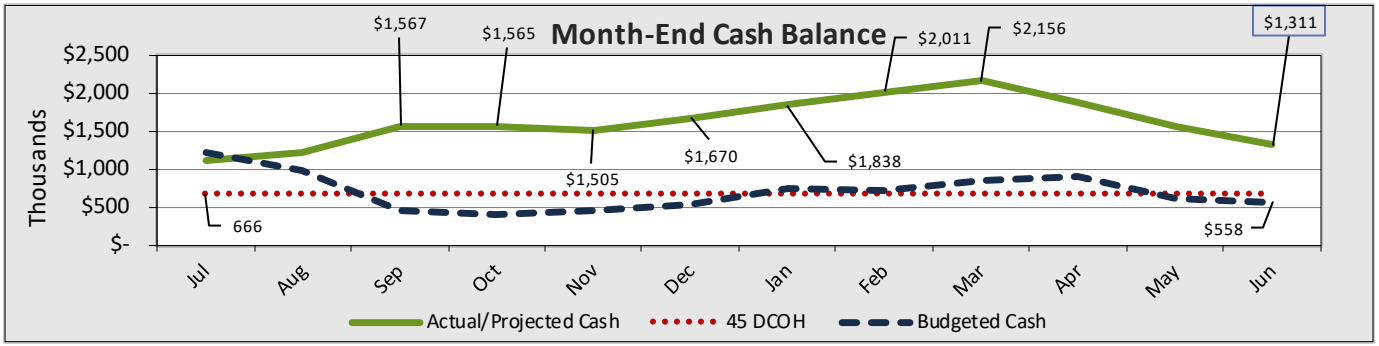
TTHS – Fund Balance

- Net asset projected to end positively above 3% reserve requirement of $162K
- Includes $129K of intercompany payables to be transferred before year-end

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Total Surplus(Deficit)	**$ 1,342,272**	**$ 189,697**	**$ 1,152,574**	**$ 1,923,345**	**$ 1,329,491**	**$ 593,854**
Beginning Fund Balance	1,712,999	1,712,999		1,712,999	1,712,999	
Ending Fund Balance	**$ 3,055,271**	**$ 1,902,696**		**$ 3,636,345**	**$ 3,042,491**	
As a % of Annual Expenses	*56.6%*	*32.8%*		*67.3%*	*52.5%*	

TTHS – Cash Balance

- Positive Cash Balance projected at year-end at $1.31M/89 DCOH- Bond Requirement is 45-DCOH-Bond calculation allows for unrestricted receivables at year end of $500M (ADCOH is 122.40)
- The debt service coverage ratio is currently forecasted at 4.42 Bond requirement is 1.20- (surplus (less deferred adjustments) plus rent payments divided by rent payments)
- Includes $129K of intercompany payables to be transferred before year-end
- Excludes $1.096M in State Deferrals



CHARTER IMPACT

TEACH Prep Elementary School

Monthly Financial Presentation – March 2021

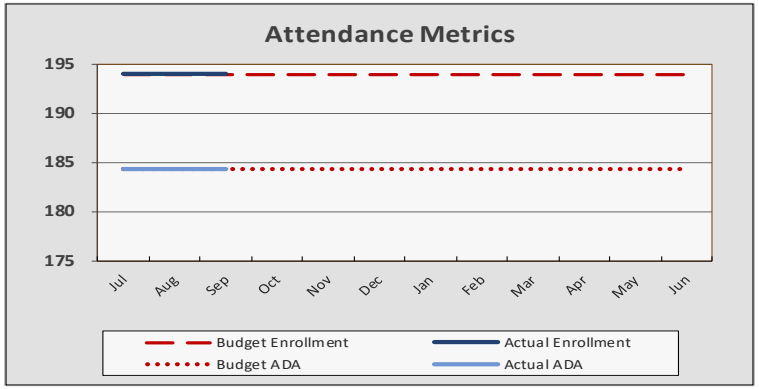
TES – Attendance Data and Metrics

Enrollment and Per Pupil Data

204 ADA CAP

Enrollment & Per Pupil Data			
	Actual	***Forecast***	***Revised Budget***
Average Enrollment	*194*	*194*	*195*
ADA	*184*	*184*	*184*
Attendance Rate	*95.0%*	*95.0%*	*95.0%*
Unduplicated %	*96.0%*	*96.0%*	*95.6%*
Revenue per ADA		*$15,674*	*$13,588*
Expenses per ADA		*$12,530*	*$13,336*

Attendance Metrics



Spring 2020 P2 ADA of 133.14 determines LCFF allocations for June 2020- January 2021 Apportionments from February 2021-May 2021 will be based on lessor of Approved School Budget ADA or Fall CALPADS enrollment as of Information Day 10.7.2020

TES – Revenue

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
State Aid-Rev Limit	$ 1,231,760	$ 1,020,386	$ 211,374	$ 2,128,984	$ 2,111,345	$ 17,639
Federal Revenue	341,260	290,789	50,471	391,595	373,923	17,672
Other State Revenue	193,275	187,754	5,522	368,102	368,821	(719)
Other Local Revenue	-	-	-	-	-	-
Total Revenue	**$ 1,766,295**	**$ 1,498,928**	**$ 267,367**	**$ 2,888,681**	**$ 2,854,089**	**$ 34,591**

State Aid-Rev projected increase of $17.6K- mainly due to $16K increase in P/Y LCFF revenue

Federal Revenue projected increase of $17.6K- mainly due to Child Nutrition Revenue projected decrease of $146K as all lunch revenue is currently recognized on the Academy due to distribution process- See also decrease in Child Nutrition Expense- Other Federal Revenue projected to increase by $163K and represents portion of PPP Loan Forgiveness relating to TES's payroll and rent expenses.

Other State Revenue projected to increase of $719- mainly due to Child Nutrition Revenue decrease of $13.7K as all lunch revenue is currently recognized on the Academy due to distribution process- See also decrease in Child Nutrition Expense-Other State Revenue increase of $12.9K for State General Fund portion of LLMF

TES – Expenses

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 383,092	$ 378,508	$ (4,584)	$ 546,590	$ 536,901	$ (9,689)
Classified Salaries	150,391	122,434	(27,957)	225,295	171,525	(53,771)
Benefits	147,651	128,408	(19,242)	208,138	178,818	(29,321)
Books and Supplies	147,939	243,797	95,857	210,871	327,330	116,459
Subagreement Services	18,111	52,163	34,052	46,879	76,608	29,729
Operations	49,553	60,046	10,493	73,067	82,443	9,376
Facilities	372,537	382,354	9,818	500,027	509,844	9,818
Professional Services	317,086	329,138	12,052	468,500	456,213	(12,286)
Depreciation	19,428	16,261	(3,167)	28,278	21,754	(6,524)
Interest	1,550	2,119	569	1,550	2,119	569
Total Expenses	**$ 1,607,338**	**$ 1,715,228**	**$ 107,891**	**$ 2,309,194**	**$ 2,363,554**	**$ 54,360**

Note: Variance explanation(s) on next slide

TES – Expense

- **Classified Salaries projected to increased of $53.7K** is mainly due to projected increase of $34K of in Instructional Salaries for additional salary for an Aide. Projected increase in Other Classified Salaries of $18.8K due to additional employee added to this category compared to budget

- **Benefits projected increase of $29.3K** is mainly due Health and Welfare increase by $19K as per increase in employee participation

- **Books and Supplies projected decrease of $1116.4K** is mainly due to projected increase in Software of $39K for increase in software programs for distance learning. Child Nutrition projected decrease by $137.8K as services are currently charged to Middle School due to distribution procedures.- See decrease in Child Nutrition Revenue

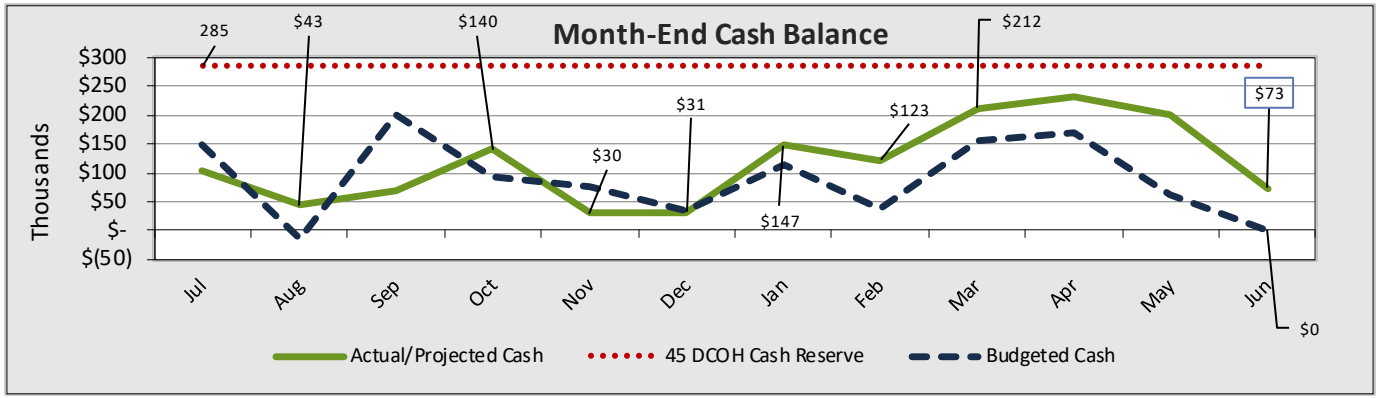
TES – Fund Balance

- Surplus $579K forecasted at year-end.
- Net asset projected to end positively above 5% reserve requirement of $115K

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2021	Revised Budget @ 6/30/2021	Fav/(Unfav)
Total Surplus(Deficit)	**$ 158,957**	**$ (216,300)**	**$ 375,257**	**$ 579,487**	**$ 490,535**	**$ 88,951**
Beginning Fund Balance	568,491	568,491		568,491	608,169	
Ending Fund Balance	**$ 727,448**	**$ 352,191**		**$ 1,147,977**	**$ 1,098,704**	
As a % of Annual Expenses	*31.5%*	*14.9%*		*49.7%*	*46.5%*	

TES – Cash Balance

- Positive Cash Balance projected at year-end at $72.8K/11 DCOH- Bond Requirement is 45-DCOH-Bond calculation allows for unrestricted receivables at year end of $232.6K (ADCOH is 45.71)
- The debt service coverage ratio is currently forecasted at 2.92 Bond requirement is 1.20- (surplus (less deferred adjustments) plus rent payments divided by rent payments)
- Includes $20K of repayments of Charter School Financing Loan funds
- Excludes $506K in Cash State Funding Deferrals
- Includes $102K combined receivable and payable amount to be transferred before year-end.



CHARTER IMPACT

TEACH Public Schools

Monthly Financial Presentation – March 2021

TPS – Revenue

- Revenue projected to increase by $183K

	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2020	Revised Budget @ 6/30/2021	Fav/(Unfav)
Revenue						
Federal Revenue	73,096	-	73,096	73,096	-	73,096
Other Local Revenue	1,149,931	1,042,761	107,170	1,723,189	1,685,511	37,678
Total Revenue	**$ 1,223,027**	**$ 1,042,761**	**$ 180,267**	**$ 3,481,796**	**$ 1,685,511**	**$ 110,774**

Federal Revenue projected increase of $73K- Federal Revenue projected to increase by $176K and represents portion of PPP Loan Forgiveness relating to locations payroll expense.

Other Local Revenue projected to increase by $37K- due to increase in revenue for school locations

TPS – Expenses

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	Revised Budget @ 03/31/2021	Fav/(Unfav)	Forecast @ 6/30/2020	Revised Budget @ 6/30/2021	Fav/(Unfav)
Expenses						
Certificated Salaries	$ 439,300	$ 429,881	$ (9,419)	$ 654,941	$ 595,522	$ (59,419)
Classified Salaries	169,844	188,142	18,298	245,315	263,613	18,298
Benefits	157,141	171,473	14,332	248,308	231,887	(16,422)
Books and Supplies	27,255	51,337	24,082	41,753	64,635	22,882
Subagreement Services	1,615	2,236	621	2,734	3,355	621
Operations	33,849	40,196	6,348	52,153	56,901	4,748
Facilities	67,983	67,969	(13)	73,976	83,123	9,147
Professional Services	10,215	34,642	24,428	22,221	46,649	24,428
Depreciation	10,117	9,935	(181)	13,552	13,185	(366)
Total Expenses	**$ 917,319**	**$ 995,812**	**$ 78,494**	**$ 1,354,953**	**$ 1,358,869**	**$ 3,916**

- Certificated Salaries projected to increase by $59K and is mainly due to is mainly due to projection of new hires for the remaining of school year.

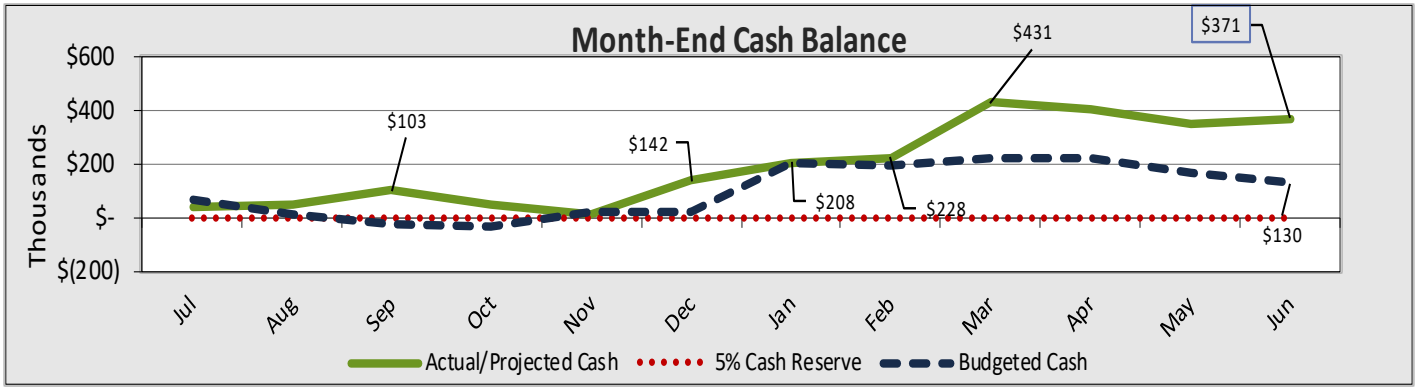
TPS – Fund Balance

- Projected surplus at year-end $368K with ending positive fund balance of $410K

	Year-to-Date			*Annual/Full Year*		
	Actual @ 03/31/2021	**Revised Budget @ 03/31/2021**	**Fav/(Unfav)**	**Forecast @ 6/30/2020**	**Revised Budget @ 6/30/2021**	**Fav/(Unfav)**
Total Surplus(Deficit)	**$ 305,708**	**$ 46,949**	**$ 258,760**	**$ 368,236**	**$ 326,642**	**$ 41,594**
Beginning Fund Balance	42,262	42,262		42,262	42,262	
Ending Fund Balance	**$ 347,970**	**$ 89,211**		**$ 410,498**	**$ 368,904**	
As a % of Annual Expenses	*25.7%*	*6.6%*		*30.3%*	*27.1%*	

TPS – Cash Balance

- Positive Cash Balance projected at year-end at $371K
- Includes $49.2K in net intercompany receivables/paybles to be cleared before year-end



TPS, Inc. – Financial Position

TEACH, Inc.

Statement of Financial Position

March 31, 2021

	Teach Academy of Technology	Teach Tech High School	Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	Teach Public Schools	C & M LLC	Wooten Avila, LLC	TEACH Foundation, Inc	Eliminations	Combined
Assets									
Current Assets									
Cash & Cash Equivalents	$ 2,664,619	$ 2,155,898	$ 212,254	$ 430,922	$ 90,823	$ 259,613	$ -		$ 5,814,129
Accounts Receivable	428,595	208,037	105,071	-	-	-	2,337		744,040
Interest Receivable	-	-	-	-	546	90	-		635
Public Funding Receivables	439,508	540,409	377,807	-	-	-	-		1,357,724
Due To/From Related Parties	182,524	(129,470)	(102,351)	49,297	-	-	-		(0)
Prepaid Expenses	85,584	46,747	29,430	9,338	-	-	-		171,099
Total Current Assets	3,800,829	2,821,620	622,212	489,557	91,369	259,702	2,337		8,087,626
Long-Term Assets									
Property & Equipment, Net	1,193,533	139,411	163,947	55,162	9,827,354	20,267,570	-		31,646,977
Deposits	5,000	164,878	99,750	16,170	-	3,625	-	(141,967)	147,456
Deferred Lease Asset	-	-	-	-	220,382	(42,383)	-	(177,999)	-
Investments	-	-	-	-	1,074,729	3,069,989	-		4,144,717
Securities	-	-	-	-	275,817	-	-		275,817
Securities Premium	-	-	-	-	480	-	-		480
Total Long Term Assets	1,198,533	304,288	263,697	71,332	11,398,762	23,298,801	-	(319,966)	36,215,447
Total Assets	$ 4,999,362	$ 3,125,908	$ 885,909	$ 560,888	$ 11,490,131	$ 23,558,503	$ 2,337	$ (319,966)	44,303,073

Note- Current Assets 5.4 times more than Current Liabilities

TPS, Inc. – Financial Position

TEACH, Inc.

Statement of Financial Position

March 31, 2021

	Teach Academy of Technology	Teach Tech High School	Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	Teach Public Schools	C & M LLC	Wooten Avila, LLC	TEACH Foundation, Inc	Eliminations	Combined
Liabilities									
Current Liabilities									
Accounts Payable	$ 10,763	$ 17,728	$ 6,365	$ -	$ -	$ -	$ -		$ 34,857
Accrued Liabilities	118,568	15,589	34,144	212,917	-	-	-		381,218
Interest Payable	-	-	-	-	239,641	278,250	-		517,891
Deferred Revenue	239,911	79,703	77,951	-	-	105,500	-		503,065
Deferred Rent, Current Porti	14,420	-	(1)	-	-	-	-	(14,419)	-
Notes Payable, Current Porti	53,194	-	-	-	-	-	-		53,194
Total Current Liabilities	436,857	113,020	118,459	212,917	239,641	383,750	-	(14,419)	1,490,226
Long-Term Liabilities									
Deferred Rent, Net of Curren	205,962	(42,382)	-	-	-	-	-	(163,580)	-
Notes Payable, Net of Currer	181,747	-	40,002	-	-	-	-		221,749
Bonds Payable	-	-	-	-	12,365,000	22,310,000	-		34,675,000
Bond Issue Costs	-	-	-	-	(253,653)	(469,466)	-		(723,119)
Discount on Bonds	-	-	-	-	(204,661)	-	-		(204,661)
Premium on Bonds					-	1,872,525			1,872,525
Other Long-Term Liabilities	-	-	-	-	-	141,967	-	(141,967)	-
Total Long-Term Liabilities	387,709	(42,382)	40,002	-	11,906,686	23,855,026	-	(305,547)	35,841,494
Total Liabilities	$ 824,566	$ 70,638	$ 158,461	$ 212,917	$ 12,146,327	$ 24,238,776	$ -	$ (319,966)	$ 37,331,719
Total Net Assets	4,174,796	3,055,271	727,448	347,971	(656,196)	(680,273)	2,337	-	6,971,354
Total Liabilities and Net Assets	$ 4,999,362	$ 3,125,908	$ 885,909	$ 560,888	$ 11,490,131	$ 23,558,503	$ 2,337	$ (319,966)	$ 44,303,073

Note- Current Assets 5.4 times more than Current Liabilities

Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Forecast 20/21
- Budget vs. Actual
- Statement of Financial Position
- AP Aging
- Monthly Check Register
- 60-Day Compliance Calendar

TEACH Academy of Technolgies

Monthly Cash Flow/Forecast FY20-21

Revised 4/21/2021

ADA = 434.48

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Revenues															**ADA =**	**422.75**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	127,242	127,242	229,036	229,036	229,036	229,036	229,036	230,718	230,718	230,718	230,718	224,171	**2,546,707**	2,761,655	(214,948)
8012 Education Protection Account	-	-	-	208,897	-	-	208,897	-	229,447	-	-	-	188,346	**835,587**	532,370	303,217
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	11,730	10,561	10,561	10,561	-	**43,413**	-	43,413
8096 In Lieu of Property Taxes	76,195	152,390	101,593	101,593	101,593	101,593	101,593	177,788	62,360	59,263	59,263	59,263	115,429	**1,269,916**	1,235,631	34,285
	76,195	279,632	228,835	539,526	330,629	330,629	539,526	406,824	534,255	300,542	300,542	300,542	527,946	**4,695,622**	**4,529,655**	**165,967**
Federal Revenue																
8181 Special Education - Entitlement	5,404	10,808	7,205	7,205	7,204	7,205	7,205	12,609	5,080	3,518	3,518	3,518	4,244	**84,724**	82,436	2,287
8220 Federal Child Nutrition	-	-	-	132,436	-	131,616	46,763	-	45,239	66,568	33,284	33,284	-	**489,190**	338,654	150,536
8290 Title I, Part A - Basic Low Income	-	-	34,018	-	-	149,858	-	-	-	-	-	-	-	**183,876**	164,767	19,109
8291 Title II, Part A - Teacher Quality	-	-	5,810	-	-	1,209	-	-	-	-	-	-	17,057	**24,076**	22,053	2,023
8296 Other Federal Revenue	-	-	-	26,646	184,908	108,896	128,231	357,327	9,678	-	15,555	143,446	130,267	**1,104,954**	628,672	476,282
8299 Prior Year Federal Revenue	-	-	-	-	-	-	357,358	(357,327)	-	-	-	-	-	**31**	1,003,000	(1,002,969)
	5,404	10,808	47,033	166,287	192,112	398,783	539,557	12,609	59,997	70,086	52,357	180,248	151,568	**1,886,851**	**2,239,582**	**(352,731)**
Other State Revenue																
8311 State Special Education	17,110	34,221	22,814	22,814	22,813	22,814	22,814	39,924	11,089	11,779	11,779	11,779	19,800	**271,550**	264,219	7,331
8520 Child Nutrition	-	-	-	11,051	-	10,983	3,902	16,575	3,775	3,150	3,150	3,150	-	**55,738**	32,054	23,683
8545 School Facilities (SB740)	-	-	-	-	238,198	-	-	-	-	-	118,385	-	118,385	**474,968**	460,755	14,213
8550 Mandated Cost	-	-	-	-	-	7,325	-	-	-	-	-	-	-	**7,325**	7,326	(1)
8560 State Lottery	-	-	-	-	-	-	24,338	-	-	21,615	-	-	40,508	**86,462**	84,127	2,334
8598 Prior Year Revenue	-	-	-	(2,481)	1,287	-	31,412	63,120	4,740	-	-	-	-	**98,079**	-	98,079
8599 Other State Revenue	-	-	-	-	-	-	30,733	-	61,119	-	-	-	91,226	**183,078**	143,446	39,632
	17,110	34,221	22,814	31,384	262,299	41,122	113,200	119,619	80,724	36,545	133,314	14,929	269,919	**1,177,200**	**991,928**	**185,273**
Other Local Revenue																
8980 Contributions, Unrestricted	-	-	500	-	-	-	-	-	-	-	-	-	-	**500**	500	-
	-	-	500	-	-	-	-	-	-	-	-	-	-	**500**	**500**	**-**
Total Revenue	**98,709**	**324,661**	**299,182**	**737,197**	**785,040**	**770,534**	**1,192,283**	**539,052**	**674,976**	**407,173**	**486,214**	**495,720**	**949,432**	**7,760,173**	**7,761,665**	**(1,491)**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	89,790	96,101	97,884	97,884	97,028	97,257	95,166	97,597	92,106	92,106	92,106	-	**1,045,024**	1,058,520	13,496
1175 Teachers' Extra Duty/Stipends	3,500	-	-	-	-	26,885	-	-	-	-	36,938	-	-	**67,323**	70,205	2,883
1200 Pupil Support Salaries	6,181	9,011	6,181	6,181	6,181	7,419	6,181	6,181	6,181	8,791	8,791	8,791	-	**86,072**	100,493	14,421
1300 Administrators' Salaries	8,273	8,273	8,273	8,273	8,273	10,326	8,645	8,645	8,645	15,240	15,240	15,240	-	**123,345**	161,975	38,630
1900 Other Certificated Salaries	1,733	1,733	1,733	1,733	1,733	2,179	1,811	1,811	1,811	1,702	1,702	1,702	-	**21,385**	5,200	(16,185)
	19,687	108,807	112,288	114,071	114,071	143,837	113,895	111,804	114,235	117,838	154,776	117,838	-	**1,343,149**	**1,396,393**	**53,244**
Classified Salaries																
2100 Instructional Salaries	1,128	4,080	5,550	22,632	9,666	8,763	8,326	14,598	13,990	10,495	10,495	10,495	-	**120,217**	88,031	(32,186)
2200 Support Salaries	-	-	-	-	-	-	-	-	-	-	8,783	-	-	**8,783**	12,699	3,916
2400 Clerical and Office Staff Salaries	4,842	7,416	5,727	6,370	7,179	3,620	2,624	7,216	6,560	6,759	6,759	6,759	-	**71,831**	78,814	6,984
2900 Other Classified Salaries	10,808	11,507	11,552	(5,054)	7,858	4,915	3,901	7,805	7,353	4,673	4,673	4,673	-	**74,666**	62,866	(11,800)
	16,778	23,004	22,829	23,949	24,704	17,299	14,851	29,619	27,903	21,927	30,709	21,927	-	**275,496**	**242,410**	**(33,086)**
Benefits																
3101 STRS	3,932	16,709	16,703	17,559	15,389	18,348	17,709	17,155	17,547	19,623	25,774	19,623	-	**206,071**	227,347	21,276
3202 PERS	2,895	5,232	5,311	5,530	5,681	3,776	3,595	6,930	6,575	4,329	6,063	4,329	-	**60,249**	47,995	(12,253)
3301 OASDI	1,028	1,706	707	574	1,811	1,522	1,144	2,138	2,032	1,297	1,816	1,297	-	**17,071**	13,791	(3,280)
3311 Medicare	607	1,892	1,947	1,989	2,000	2,326	1,857	2,040	2,050	2,063	2,738	2,063	-	**23,570**	23,903	333
3401 Health and Welfare	15,083	3,834	9,681	11,179	11,979	10,045	8,870	12,911	9,596	12,917	12,917	12,917	-	**131,929**	147,999	16,070
3501 State Unemployment	651	2,590	1,175	500	8	-	5,942	2,776	814	942	942	942	-	**17,281**	19,971	2,690
3601 Workers' Compensation	1,208	1,208	3,688	1,208	1,208	1,208	1,208	1,208	1,208	1,992	2,643	1,992	-	**19,978**	24,889	4,912
3901 Other Benefits	110	211	229	211	1,051	1,220	1,193	1,193	1,193	1,554	2,063	1,554	-	**11,780**	15,217	3,437
	25,514	33,382	39,441	38,750	39,127	38,443	41,517	46,350	41,015	44,716	54,956	44,716	-	**487,927**	**521,112**	**33,184**

TEACH Academy of Technolgies

Monthly Cash Flow/Forecast FY20-21

Revised 4/21/2021

ADA = 434.48

		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materials	-	-	66,597	3,647	1,125	-	-	-	-	-	-	-	-	**71,368**	66,597	(4,771)
4200	Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	912	912
4302	School Supplies	550	1,621	5,556	-	(26)	-	-	2,797	2,143	7,503	7,503	7,503	-	**35,150**	35,150	(0)
4305	Software	4,139	9,262	15,377	5,424	10,475	4,390	7,023	4,041	4,408	4,718	4,718	4,718	-	**78,696**	70,033	(8,663)
4310	Office Expense	1,980	4,081	1,099	1,316	195	818	15	37	3,221	2,003	2,003	2,003	-	**18,769**	24,687	5,917
4311	Business Meals	-	-	-	-	-	-	-	-	-	95	95	95	-	**285**	855	570
4400	Noncapitalized Equipment	2,525	164	4,614	9,832	40,503	624	-	-	12,796	19,525	19,525	130,267	-	**240,375**	136,363	(104,012)
4700	Food Services	-	34,500	(2,105)	40,053	42,866	13,340	31,427	46,251	32,695	49,539	49,539	49,539	-	**387,644**	335,702	(51,942)
		9,194	49,629	91,137	60,273	95,138	19,173	38,465	53,126	55,262	83,383	83,383	194,125	-	**832,287**	**670,298**	**(161,989)**
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	222	222	222	-	**665**	1,924	1,259
5102	Special Education	-	-	5,111	10,693	20,199	-	18,433	5,383	50,899	15,406	15,406	15,406	-	**156,935**	128,440	(28,495)
5103	Substitute Teacher	-	-	-	-	-	-	-	-	703	32,764	32,764		-	**66,230**	163,818	97,588
5105	Security	1,691	2,810	1,500	3,919	105	240	1,807	5,181	2,302	4,715	4,715	4,715	-	**33,702**	47,274	13,572
5106	Other Educational Consultants	-	-	32,740	-	-	18,395	14,485	-	26,227	15,485	15,485	15,485	-	**138,303**	168,343	30,041
		1,691	2,810	39,351	14,612	20,304	18,635	34,725	10,564	80,131	68,592	68,592	35,828	-	**395,834**	**509,799**	**113,965**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	-	-	-	-	36	36	36	-	**109**	327	218
5300	Dues & Memberships	890	-	-	-	-	-	-	-	-	100	100	100	-	**1,190**	1,790	600
5400	Insurance	6,060	6,060	6,060	6,060	6,060	6,060	6,060	6,060	6,060	6,060	6,060	6,060	-	**72,718**	72,719	1
5501	Utilities	1,447	3,057	3,605	3,931	15,253	364	2,582	(1,457)	2,660	3,500	3,500	3,500	-	**41,942**	52,059	10,118
5502	Janitorial Services	1,384	1,384	2,769	829	1,384	1,384	2,350	589	1,469	1,358	1,358	1,358	-	**17,619**	17,462	(157)
5900	Communications	1,697	5,166	5,200	4,319	2,610	3,656	3,970	4,940	3,719	3,531	3,531	3,531	-	**45,871**	42,986	(2,885)
5901	Postage and Shipping	-	11	21	32	1,807	11	9	155	535	500	500	500	-	**4,080**	4,352	272
		11,479	15,678	17,655	15,171	27,115	11,475	14,971	10,286	14,443	15,086	15,086	15,086	-	**183,529**	**191,697**	**8,168**
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	73,518	73,518	73,518	-	**866,626**	877,019	10,394
5602	Additional Rent	-	-	-	-	-	-	-	-	-	(1,732)	(1,732)	(1,732)	-	**(5,197)**	(15,591)	(10,394)
5603	Equipment Leases	3,405	3,405	3,405	3,405	3,405	3,405	3,745	3,745	6,136	3,405	3,405	3,405	-	**44,271**	40,860	(3,411)
5604	Other Leases	-	-	-	-	-	-	-	-	-	258	258	258	-	**775**	2,250	1,475
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	917	917	917	-	**2,750**	8,025	5,275
5610	Repairs and Maintenance	700	6,315	6,443	1,631	2,659	80	1,517	1,580	(11,898)	6,267	6,267	6,267	-	**27,827**	68,358	40,531
		75,891	81,506	81,634	76,822	77,849	75,271	77,048	77,111	66,024	82,632	82,632	82,632	-	**937,052**	**980,921**	**43,869**
Professional/Consulting Services																	
5801	IT	-	-	-	220	-	-	880	-	-	660	660	660	-	**3,080**	5,850	2,770
5802	Audit & Taxes	-	-	4,060	1,111	-	-	-	-	-	-	-	-	-	**5,171**	10,460	5,289
5803	Legal	-	-	-	2,670	-	1,976	-	-	-	750	750	750	-	**6,896**	6,600	(296)
5804	Professional Development	-	-	1,000	358	1,150	2,000	-	1,000	-	6,131	6,131	6,131	-	**23,900**	23,900	-
5805	General Consulting	-	-	-	-	-	200	-	-	833	4,650	4,650	4,650	-	**14,983**	37,200	22,217
5806	Special Activities/Field Trips	-	-	-	-	-	-	-	-	-	600	-	-	-	**600**	1,800	1,200
5807	Bank Charges	-	-	-	-	-	-	-	-	-	20	20	20	-	**60**	180	120
5808	Printing	-	114	1,357	1,397	-	482	-	-	1,251	150	150	150	-	**5,050**	2,820	(2,230)
5809	Other taxes and fees	-	790	929	1,501	-	-	-	-	1,282	650	650	650	-	**6,452**	7,389	936
5810	Payroll Service Fee	-	242	286	311	253	261	364	545	295	108	108	108	-	**2,881**	1,503	(1,378)
5811	Management Fee	16,378	37,793	35,747	77,059	81,729	81,074	120,267	58,360	71,473	72,752	72,752	72,752	-	**798,135**	744,808	(53,326)
5812	District Oversight Fee	2,790	5,580	3,720	3,720	3,721	3,720	3,720	6,510	3,278	3,005	3,005	3,005	1,181	**46,956**	45,297	(1,660)
5813	County Fees	-	-	-	-	2,159	-	-	1,972	-	1,925	-	-	1,925	**7,981**	7,500	(481)
5814	SPED Encroachment	15,778	31,557	21,038	21,038	21,038	21,038	21,038	36,816	25,458	24,674	24,674	24,674	(12,926)	**275,895**	268,446	(7,449)
5815	Public Relations/Recruitment	-	-	-	-	-	-	-	5,401	-	540	540	540	-	**7,021**	4,770	(2,251)
		34,946	76,076	68,136	109,386	110,049	110,750	146,269	110,604	103,870	116,615	114,090	114,090	(9,820)	**1,205,061**	**1,168,523**	**(36,538)**
Depreciation																	
6900	Depreciation Expense	9,331	9,331	9,331	9,331	9,163	9,163	10,598	9,880	9,986	9,986	9,986	9,986	-	**116,073**	111,973	(4,099)
		9,331	9,331	9,331	9,331	9,163	9,163	10,598	9,880	9,986	9,986	9,986	9,986	-	**116,073**	**111,973**	**(4,099)**

TEACH Academy of Technolgies

Monthly Cash Flow/Forecast FY20-21

Revised 4/21/2021

ADA = 434.48

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Interest																
7438 Interest Expense	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,288	(9,019)	-	-	-	**2,576**	3,865	1,289
	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,288	1,288	(9,019)	-	-	-	**2,576**	**3,865**	**1,289**
Total Expenses	**205,798**	**401,511**	**483,091**	**463,652**	**518,808**	**445,333**	**493,626**	**460,632**	**514,157**	**551,756**	**614,210**	**636,229**	**(9,820)**	**5,778,984**	**5,796,990**	**18,006**
Monthly Surplus (Deficit)	**(107,089)**	**(76,850)**	**(183,909)**	**273,545**	**266,232**	**325,201**	**698,658**	**78,420**	**160,819**	**(144,583)**	**(127,996)**	**(140,509)**	**959,252**	**1,981,189**	**1,964,674**	**16,515**
Cash Flow Adjustments															***4.201***	
Monthly Surplus (Deficit)	(107,089)	(76,850)	(183,909)	273,545	266,232	325,201	698,658	78,420	160,819	(144,583)	(127,996)	(140,509)	959,252	**1,981,189**	Coverage 1.20	
Cash flows from operating activities																
Depreciation/Amortization	9,331	9,331	9,331	9,331	9,163	9,163	10,598	9,880	9,986	9,986	9,986	9,986	-	**116,073**		
Public Funding Receivables	581,297	194,545	67,779	(117,657)	(329,626)	(27,883)	115,925	(79,695)	211,789	49,014	-	274,002	(949,432)	**(9,943)**		
Grants and Contributions Rec.	6,041	-	(7,580)	-	-	30,660	-	-	(150,408)	(180,159)	(182,428)	(183,192)	-	**(667,065)**		
Due To/From Related Parties	(48,446)	(110,551)	(10,345)	51,285	46,407	(142,440)	924,470	(135,003)	(706,913)	-	-	182,524	-	**50,987**		
Prepaid Expenses	(50,211)	(1,533)	(8,729)	(11,881)	10,221	(197)	30,777	(33,113)	1,934	-	-	-	-	**(62,733)**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(18,787)	(3,675)	35,707	(35,707)	(26)	26	-	-	10,763	-	-	-	(9,820)	**(21,519)**		
Accrued Expenses	(192,533)	34,710	(22,269)	9,163	35,651	(35,017)	40,485	(22,997)	(7,633)	-	-	-	-	**(160,440)**		
Other Liabilities	(1,754)	(1,754)	609,608	(28,400)	(183,624)	(101,333)	(91,952)	(1,752)	(439)	(1,752)	(1,752)	(35,432)	-	**159,665**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(3,285)	-	-	-	-	-	(43,050)	-	(4,830)	-	-	-	-	**(51,165)**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	(1,034,433)	(4,433)	(4,433)	(4,433)	(4,433)	(4,433)	-	**(1,083,195)**		
Total Change in Cash	170,131	39,791	485,161	145,247	(150,037)	53,748	651,477	(188,693)	(479,365)	(271,927)	(306,623)	102,946				
Cash, Beginning of Month	1,937,161	2,107,291	2,147,082	2,632,243	2,777,490	2,627,453	2,681,201	3,332,677	3,143,984	2,664,619	2,392,692	2,086,068	**173.65**	**ADCOH**		
Cash, End of Month	**2,107,291**	**2,147,082**	**2,632,243**	**2,777,490**	**2,627,453**	**2,681,201**	**3,332,677**	**3,143,984**	**2,664,619**	**2,392,692**	**2,086,068**	**2,189,014**	**138**	**DCOH**		

TEACH TECH Charter High School

Monthly Cash Flow/Forecast FY20-21

Revised 04/14/21

ADA = 401.76

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Revenues															ADA =	409.20
State Aid - Revenue Limit																
8011 LCFF State Aid	-	179,817	179,817	323,671	323,671	323,671	323,671	323,671	390,328	390,328	390,328	390,328	363,771	**3,903,072**	3,888,583	14,489
8012 Education Protection Accour	-	-	-	18,513	-	-	18,513	-	23,158	-	-	-	20,168	**80,352**	80,352	-
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	9,200	9,200	9,200	9,200	9,200	**46,000**	-	46,000
8096 In Lieu of Property Taxes	64,933	129,865	86,577	86,577	86,577	86,577	86,577	151,510	122,917	65,848	65,848	65,848	74,627	**1,174,280**	1,174,280	-
	64,933	309,682	266,394	428,761	410,248	410,248	428,761	475,181	545,603	465,376	465,376	465,376	467,766	**5,203,704**	**5,143,215**	**60,489**
Federal Revenue																
8181 Special Education - Entitleme	4,605	9,210	6,140	6,140	6,140	6,140	6,140	10,745	9,325	4,617	4,617	4,617	(92)	**78,343**	78,343	-
8220 Federal Child Nutrition	-	-	-	-	-	-	-	-	-	976	976	976	1,952	**4,879**	308,963	(304,084)
8290 Title I, Part A - Basic Low	-	-	24,828	-	-	123,889	-	-	-	-	-	-	-	**148,717**	133,837	14,880
8291 Title II, Part A - Teacher	575	-	350	-	(925)	882	-	-	-	-	-	-	19,080	**19,962**	18,330	1,632
8296 Other Federal Revenue	-	-	-	81,625	146,465	180,505	-	422,925	10,762	57,346	-	-	105,497	**1,005,125**	628,252	376,873
8299 Prior Year Federal Revenue	-	-	-	4,026	9,500	-	427,059	(422,925)	-	-	-	-	-	**17,659**	-	17,659
	5,180	9,210	31,318	91,791	161,179	311,416	433,199	10,745	20,087	62,938	5,592	5,592	126,437	**1,274,685**	**1,167,725**	**106,960**
Other State Revenue																
8311 State Special Education	14,581	29,162	19,442	19,442	19,442	19,442	19,442	34,023	24,909	15,225	15,225	15,225	5,541	**251,100**	251,100	-
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	2,837	2,837	2,837	5,675	**14,186**	29,244	(15,058)
8545 School Facilities (SB740)	-	-	-	-	224,192	-	-	-	-	-	109,470	-	109,470	**443,132**	437,878	5,253
8550 Mandated Cost	-	-	-	-	-	17,354	-	-	-	-	-	-	-	**17,354**	17,354	(0)
8560 State Lottery	-	-	-	-	-	-	20,739	-	-	18,420	-	-	40,791	**79,950**	79,950	-
8598 Prior Year Revenue	-	-	-	(2,081)	-	-	2,080	-	-	-	-	-	-	**(1)**	-	(1)
8599 Other State Revenue	-	-	-	-	-	-	-	-	40,503	-	-	-	-	**40,503**	-	40,503
	14,581	29,162	19,442	17,361	243,634	36,796	42,261	34,023	65,412	36,483	127,532	18,062	161,476	**846,225**	**815,527**	**30,698**
Total Revenue	**84,694**	**348,054**	**317,154**	**537,913**	**815,062**	**758,460**	**904,221**	**519,949**	**631,102**	**564,797**	**598,500**	**489,030**	**755,679**	**7,324,614**	**7,126,467**	**198,147**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	94,371	98,243	94,371	94,371	97,422	97,422	102,616	102,616	104,115	104,115	104,115	-	**1,093,779**	1,163,069	69,290
1175 Teachers' Extra	9,000	-	-	-	-	39,075	7,000	-	-	-	61,383	-	-	**116,458**	102,876	(13,582)
1200 Pupil Support Salaries	11,842	9,011	11,842	11,842	11,842	14,551	12,120	12,120	12,120	14,950	14,950	14,950	-	**152,140**	116,305	(35,835)
1300 Administrators' Salaries	14,208	14,208	14,208	14,208	14,208	18,181	14,560	14,560	14,560	13,671	13,671	13,671	-	**173,913**	165,660	(8,253)
1900 Other Certificated Salaries	1,733	7,269	7,269	7,269	7,269	8,754	7,347	7,347	7,347	5,075	5,075	5,075	-	**76,833**	61,950	(14,883)
	36,782	124,860	131,562	127,690	127,690	177,983	138,449	136,644	136,644	137,812	199,195	137,812	-	**1,613,122**	**1,609,861**	**(3,261)**
Classified Salaries																
2100 Instructional Salaries	-	3,200	4,335	4,430	4,525	5,809	1,900	4,400	7,120	9,316	9,316	9,316	-	**63,668**	103,478	39,810
2200 Support Salaries	-	-	-	-	-	-	-	-	-	-	21,109	-	-	**21,109**	28,599	7,490
2400 Clerical and Office Staff Sala	2,368	5,143	4,877	4,857	4,973	2,117	720	1,980	1,800	13,939	13,939	13,939	-	**70,652**	133,741	63,089
2900 Other Classified Salaries	4,208	5,716	6,632	8,352	8,592	6,125	4,115	9,935	8,411	17,322	17,322	17,322	-	**114,052**	141,556	27,504
	6,576	14,060	15,844	17,640	18,091	14,051	6,735	16,315	17,331	40,577	61,686	40,577	-	**269,482**	**407,374**	**137,893**
Benefits																
3101 STRS	4,784	20,165	20,622	20,622	19,587	22,305	22,360	22,068	22,068	22,636	32,719	22,636	-	**252,571**	259,078	6,506
3301 OASDI	393	860	196	1,082	1,110	867	415	1,007	1,070	4,551	6,919	4,551	-	**23,022**	27,147	4,125
3311 Medicare	540	1,990	2,114	2,083	2,090	2,763	2,085	2,197	2,212	2,924	4,276	2,924	-	**28,198**	29,774	1,576
3401 Health and Welfare	13,100	14,330	8,981	14,315	12,890	13,140	14,473	15,459	14,975	14,667	14,667	14,667	-	**165,662**	165,261	(401)
3501 State Unemployment	-	1,348	548	197	205	81	6,581	2,366	662	1,214	1,214	1,214	-	**15,632**	21,796	6,164
3601 Workers' Compensation	1,448	1,448	3,928	1,448	1,448	1,448	1,448	1,448	1,448	2,823	4,129	2,823	-	**25,287**	31,087	5,801
3901 Other Benefits	757	2,140	2,206	2,140	2,279	2,749	2,543	2,368	2,368	2,521	3,686	2,521	-	**28,277**	5,103	(23,174)
	21,021	42,282	38,595	41,888	39,607	43,353	49,903	46,913	44,802	51,337	67,611	51,337	-	**538,648**	**539,246**	**598**

TEACH TECH Charter High School

Monthly Cash Flow/Forecast FY20-21

Revised 04/14/21

ADA = 401.76

		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Materia	9,161	18,585	13,047	4,293	2,378	1,073	1,073	1,073	1,073	13,214	13,214	13,214	-	**91,400**	91,400	(0)
4200	Books and Reference Materi	-	6,578	7,286	3,009	-	-	-	148	728	-	-	-	-	**17,749**	17,744	(5)
4302	School Supplies	1,505	3,027	8,997	2,666	1,043	-	-	2,302	3,103	7,838	7,838	7,838	-	**46,157**	56,429	10,272
4305	Software	2,097	11,672	41,316	13,101	7,488	4,176	7,084	4,102	5,992	6,500	6,500	6,500	-	**116,528**	79,910	(36,618)
4310	Office Expense	-	4,550	6,468	1,810	1,428	337	38	601	(1,666)	2,825	2,825	2,825	-	**22,042**	36,443	14,401
4311	Business Meals	-	-	-	-	-	-	-	-	-	33	33	33	-	**100**	300	200
4400	Noncapitalized Equipment	5,504	9,057	109	-	44,589	-	-	-	21,961	4,210	4,210	105,497	-	**195,138**	76,100	(119,038)
4700	Food Services	-	13,976	9,132	(8,660)	1,447	(2,894)	-	-	-	1,733	1,733	1,733	-	**18,201**	299,823	281,622
		18,267	67,445	86,355	16,220	58,374	2,692	8,195	8,225	31,191	36,354	36,354	137,641	-	**507,314**	**658,148**	**150,834**
Subagreement Services																	
5102	Special Education	-	-	2,264	7,663	575	-	10,147	5,613	11,621	29,430	29,430	29,430	-	**126,173**	167,800	41,627
5103	Substitute Teacher	-	-	-	-	-	-	-	-	2,791	5,000	5,000		-	**12,791**	62,820	50,029
5104	Transportation	-	-	-	-	-	-	-	-	-	91	91	91	-	**273**	818	545
5105	Security	1,324	946	1,346	1,655	1,188	1,186	1,434	1,276	1,312	1,200	1,200	1,200	-	**15,266**	39,779	24,513
5106	Other Educational Consultan	-	5,274	240	-	-	-	-	-	-	1,520	1,520	1,520	-	**10,074**	19,194	9,120
		1,324	6,220	3,849	9,318	1,763	1,186	11,581	6,889	15,725	37,241	37,241	32,241	-	**164,577**	**290,411**	**125,833**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	-	556	-	-	-	100	100	100	-	**856**	900	44
5300	Dues & Memberships	890	-	-	-	-	-	-	-	-	33	33	33	-	**990**	1,190	200
5400	Insurance	5,307	5,307	5,307	5,307	5,307	5,307	5,307	5,307	5,307	5,307	5,307	5,307	-	**63,687**	63,685	(2)
5501	Utilities	6,893	7,404	10,081	5,720	2,508	1,022	4,195	5,127	4,503	6,833	6,833	6,833	-	**67,952**	85,878	17,926
5502	Janitorial Services	2,125	2,125	2,125	2,157	711	2,125	2,125	2,125	2,125	2,258	2,258	2,258	-	**24,520**	26,701	2,181
5900	Communications	1,901	2,960	2,583	4,499	3,810	3,433	3,433	4,090	3,719	2,150	2,150	2,150	-	**36,878**	26,794	(10,084)
5901	Postage and Shipping	12	11	11	32	11	11	-	32	1,094	30	30	30	-	**1,304**	304	(1,000)
		17,129	17,807	20,107	17,715	12,347	12,454	15,061	16,681	16,748	16,712	16,712	16,712	-	**196,186**	**205,452**	**9,265**
Facilities, Repairs and Other Leases																	
5601	Rent	61,756	61,756	61,756	61,756	61,756	61,756	61,756	61,756	61,756	66,465	66,465	66,465	-	**755,204**	783,457	28,253
5602	Additional Rent	-	-	-	-	-	-	-	-	-	(4,709)	(4,709)	(4,709)	-	**(14,127)**	(42,380)	(28,254)
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	517	517	517	-	**1,550**	4,650	3,100
5604	Other Leases	-	-	-	-	-	-	-	-	-	17	17	17	-	**50**	150	100
5605	Real/Personal Property Taxe	-	-	-	-	-	-	-	-	-	1,333	1,333	1,333	-	**4,000**	12,000	8,000
5610	Repairs and Maintenance	425	2,163	4,900	2,455	2,327	860	1,753	3,204	4,536	6,605	6,605	6,605	-	**42,438**	47,908	5,471
		62,182	63,919	66,656	64,211	64,083	62,616	63,509	64,961	66,292	70,228	70,228	70,228	-	**789,115**	**805,785**	**16,670**
Professional/Consulting Services																	
5801	IT	-	-	-	220	-	-	-	-	-	530	530	530	-	**1,810**	4,770	2,960
5802	Audit & Taxes	-	-	4,060	1,111	-	-	-	-	-	3,494	3,495	-	-	**12,160**	12,160	(0)
5803	Legal	-	-	-	-	-	-	-	-	-	150	150	150	-	**450**	1,350	900
5804	Professional Development	575	-	350	-	2,325	1,000	-	1,000	150	1,530	1,530	1,530	-	**9,990**	11,900	1,910
5805	General Consulting	-	4,200	-	-	-	8,250	-	-	833	850	850	850	-	**15,833**	11,850	(3,983)
5806	Special Activities/Field Trips	-	1,475	-	-	-	-	-	-	-	3,000	3,000	5,000	-	**12,475**	44,575	32,100
5807	Bank Charges	-	-	-	-	-	-	15	-	15	-	-	-	-	**30**	-	(30)
5808	Printing	-	114	1,357	-	2,131	482	-	-	13,838	320	320	320	-	**18,882**	4,350	(14,532)
5809	Other taxes and fees	-	2,531	-	-	-	-	-	-	5	220	220	220	-	**3,196**	4,511	1,315
5810	Payroll Service Fee	-	242	286	311	253	261	364	525	295	167	167	167	-	**3,036**	2,028	(1,008)
5811	Management Fee	14,825	39,978	37,363	57,653	84,797	79,760	92,734	56,379	67,138	68,668	68,668	68,668	87,387	**824,019**	801,728	(22,292)
5812	District Oversight Fee	2,852	5,703	3,802	3,802	3,802	3,802	3,802	6,654	6,480	4,654	4,654	4,654	(2,623)	**52,037**	51,432	(605)
5813	County Fees	-	-	-	-	1,614	-	-	1,783	-	1,225	-	-	1,225	**5,847**	4,900	(947)
5814	SPED Encroachment	13,446	26,892	17,928	17,928	17,929	17,928	17,928	31,375	37,041	25,028	25,028	59,462	-	**307,912**	278,188	(29,724)
5815	Public Relations/Recruitmen	-	-	-	-	-	-	-	5,401	-	320	320	320	-	**6,361**	2,880	(3,481)
		31,698	81,136	65,145	81,025	112,851	111,483	114,843	103,117	125,795	110,155	108,931	141,870	85,989	**1,274,039**	**1,236,622**	**(37,417)**
Depreciation																	
6900	Depreciation Expense	3,674	3,673	3,673	3,673	3,799	3,567	3,567	4,716	4,295	4,716	4,716	4,716	-	**48,786**	44,077	(4,709)
		3,674	3,673	3,673	3,673	3,799	3,567	3,567	4,716	4,295	4,716	4,716	4,716	-	**48,786**	**44,077**	**(4,709)**

TEACH TECH Charter High School

Monthly Cash Flow/Forecast FY20-21

Revised 04/14/21

ADA = 401.76

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Total Expenses	**198,652**	**421,400**	**431,787**	**379,379**	**438,604**	**429,385**	**411,844**	**404,462**	**458,824**	**505,133**	**602,675**	**633,135**	**85,989**	**5,401,269**	**5,796,976**	**395,706**
Monthly Surplus (Deficit)	**(113,958)**	**(73,346)**	**(114,633)**	**158,534**	**376,457**	**329,075**	**492,377**	**115,487**	**172,278**	**59,663**	**(4,175)**	**(144,105)**	**669,690**	**1,923,345**	**1,329,492**	**593,854**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(113,958)	(73,346)	(114,633)	158,534	376,457	329,075	492,377	115,487	172,278	59,663	(4,175)	(144,105)	669,690	**1,923,345**	**4.42**	
Cash flows from operating activities															**Coverage 1.20**	
Depreciation/Amortization	3,674	3,673	3,673	3,673	3,799	3,567	3,567	4,716	4,295	4,716	4,716	4,716	-	**48,786**		
Public Funding Receivables	228,170	98,391	(24,828)	16,791	(311,523)	(20,144)	138,664	-	(192,872)	-	-	347,537	(755,679)	**(475,493)**		
Grants and Contributions Re	8,231	-	-	-	-	-	-	-	(208,037)	(298,321)	(302,078)	(303,343)	-	**(1,103,548)**		
Due To/From Related Parties	(64,593)	79,625	(25,040)	(36,722)	6,275	53,851	(496,721)	105,790	414,237	-	-	(129,470)	-	**(92,768)**		
Prepaid Expenses	(496)	(16,845)	(8,713)	(22,798)	3,493	(683)	19,998	(15,637)	4,573	-	-	-	-	**(37,107)**		
Other Assets	-	-	-	(300)	-	-	-	-	-	-	-	-	-	**(300)**		
Accounts Payable	(9,802)	-	18,688	(18,688)	-	-	-	-	17,728	-	-	-	85,989	**93,914**		
Accrued Expenses	(7,364)	14,240	(4,253)	(11,742)	19,067	(22,668)	9,142	2,017	(2,120)	-	-	-	-	**(3,682)**		
Other Liabilities	(5,284)	(4,709)	518,908	(90,360)	(150,824)	(177,682)	855	(4,708)	(55,973)	(57,346)	-	(27,555)	-	**(54,680)**		
Cash flows from investing activities																
Purchases of Prop. And Equi	-	-	-	-	(7,551)	-	-	(34,485)	(9,223)	-	-	-	-	**(51,260)**		
Total Change in Cash	38,578	101,029	363,802	(1,611)	(60,807)	165,316	167,881	173,180	144,886	(291,288)	(301,537)	(252,220)				
Cash, Beginning of Month	1,063,645	1,102,223	1,203,252	1,567,054	1,565,443	1,504,636	1,669,951	1,837,832	2,011,012	2,155,898	1,864,610	1,563,073	**122.40**	**ADCOH**		
Cash, End of Month	**1,102,223**	**1,203,252**	**1,567,054**	**1,565,443**	**1,504,636**	**1,669,951**	**1,837,832**	**2,011,012**	**2,155,898**	**1,864,610**	**1,563,073**	**1,310,853**	**89**	**DCOH**		

TEACH Prep

Monthly Cash Flow/Forecast FY20-21

Revised 04/21/21

ADA = 184.30

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Revenues															**ADA =**	**204.25**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	55,292	55,292	99,526	99,526	99,526	99,526	99,526	180,965	180,966	180,966	180,966	198,350	**1,530,427**	1,529,370	1,058
8012 Education Protection Account	-	-	-	6,659	-	-	6,658	-	13,753	575	-	-	9,215	**36,860**	36,860	-
8019 State Aid - Prior Year	-	6,436	-	-	-	-	-	-	3,317	3,316	3,316	3,316	3,316	**23,017**	6,436	16,581
8096 In Lieu of Property Taxes	23,354	46,708	31,139	31,139	31,139	31,139	31,139	54,493	125,508	43,072	43,072	43,072	3,707	**538,679**	538,679	-
	23,354	108,436	86,431	137,324	130,665	130,665	137,323	154,019	323,543	227,929	227,354	227,354	214,588	**2,128,984**	**2,111,345**	**17,639**
Federal Revenue																
8181 Special Education - Entitlement	1,656	3,313	2,208	2,208	2,209	2,208	2,208	3,865	9,174	3,213	3,213	3,213	(2,749)	**35,939**	35,939	-
8220 Federal Child Nutrition	-	-	-	-	-	-	-	-	-	50	50	50	100	**250**	146,261	(146,011)
8290 Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	-	-	-	36,912	**36,912**	36,912	-
8291 Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	-	-	3,869	**3,869**	3,869	-
8296 Other Federal Revenue	-	-	-	14,394	82,397	4,245	33,718	176,652	805	2,415	-	-	-	**314,626**	150,943	163,683
8299 Prior Year Federal Revenue	-	-	-	-	-	-	176,652	(176,652)	-	-	-	-	-	**-**	-	-
	1,656	3,313	2,208	16,602	84,606	6,453	212,578	3,865	9,979	5,678	3,263	3,263	38,132	**391,595**	**373,923**	**17,672**
Other State Revenue																
8311 State Special Education	5,244	10,489	6,992	6,992	6,993	6,992	6,992	12,237	26,975	10,451	10,451	10,451	(6,072)	**115,188**	115,188	-
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	21	21	21	41	**103**	13,844	(13,741)
8545 School Facilities (SB740)	-	-	-	-	80,634	-	-	-	-	-	50,217	-	70,017	**200,869**	200,869	0
8550 Mandated Cost	-	-	-	-	-	2,245	-	-	-	-	-	-	-	**2,245**	2,245	(0)
8560 State Lottery	-	-	-	-	-	-	7,468	-	-	6,625	-	-	22,582	**36,676**	36,676	-
8598 Prior Year Revenue	-	-	-	(443)	-	-	496	-	-	-	-	-	-	**53**	-	53
8599 Other State Revenue	-	-	-	-	-	-	-	-	12,969	-	-	-	-	**12,969**	-	12,969
	5,244	10,489	6,992	6,549	87,627	9,237	14,956	12,237	39,944	17,097	60,689	10,472	86,569	**368,102**	**368,821**	**(719)**
Total Revenue	**30,254**	**122,238**	**95,631**	**160,475**	**302,899**	**146,355**	**364,857**	**170,121**	**373,466**	**250,703**	**291,305**	**241,088**	**339,289**	**2,888,681**	**2,854,089**	**34,591**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	-	31,810	33,570	31,810	37,005	32,881	38,561	38,561	38,561	37,155	37,155	37,155	-	**394,224**	399,774	5,550
1175 Teachers' Extra Duty/Stipends	2,500	-	-	-	-	6,175	-	-	-	-	22,829	-	-	**31,504**	35,528	4,024
1300 Administrators' Salaries	8,033	8,033	8,033	8,033	8,033	10,031	8,395	8,395	8,395	8,033	8,033	8,033	-	**99,483**	96,401	(3,082)
1900 Other Certificated Salaries	1,733	1,733	1,733	1,733	1,733	2,178	1,811	1,811	1,811	1,702	1,702	1,702	-	**21,380**	5,198	(16,181)
	12,266	41,577	43,337	41,577	46,771	51,266	48,766	48,766	48,766	46,890	69,719	46,890	-	**546,590**	**536,901**	**(9,689)**
Classified Salaries																
2100 Instructional Salaries	-	4,506	6,340	8,870	10,150	11,957	7,089	10,226	10,617	10,800	10,800	10,800	-	**102,153**	67,890	(34,264)
2200 Support Salaries	-	-	-	-	-	-	-	-	-	-	8,332	-	-	**8,332**	10,884	2,552
2400 Clerical and Office Staff Salaries	3,763	5,551	4,757	4,540	4,727	2,442	1,984	4,336	5,280	5,267	5,267	5,267	-	**53,181**	49,951	(3,230)
2900 Other Classified Salaries	3,208	3,418	5,148	5,363	5,828	4,360	2,651	7,157	6,123	6,125	6,125	6,125	-	**61,630**	42,800	(18,829)
	6,971	13,476	16,245	18,774	20,706	18,759	11,724	21,718	22,020	22,191	30,522	22,191	-	**225,295**	**171,525**	**(53,771)**
Benefits																
3101 STRS	1,981	6,715	6,715	6,715	7,554	7,181	7,876	7,876	7,876	7,806	11,606	7,806	-	**87,704**	87,230	(474)
3301 OASDI	424	820	991	1,148	1,268	1,155	723	1,339	1,357	1,594	2,193	1,594	-	**14,605**	10,343	(4,263)
3311 Medicare	265	771	837	848	952	997	859	1,003	1,008	1,070	1,552	1,070	-	**11,233**	10,216	(1,017)
3401 Health and Welfare	4,134	4,065	66	2,615	5,002	5,560	11,450	7,193	7,635	5,500	5,500	5,500	-	**64,219**	44,850	(19,369)
3501 State Unemployment	129	291	231	134	392	135	2,756	1,457	539	348	348	348	-	**7,108**	3,723	(3,385)
3601 Workers' Compensation	484	484	2,964	484	484	484	484	484	484	1,033	1,499	1,033	-	**10,404**	11,987	1,583
3901 Other Benefits	348	951	1,060	1,281	1,281	1,224	1,210	1,210	1,210	895	1,299	895	-	**12,865**	10,469	(2,397)
	7,765	14,097	12,864	13,226	16,933	16,736	25,358	20,562	20,110	18,246	23,997	18,246	-	**208,138**	**178,818**	**(29,321)**

TEACH Prep

Monthly Cash Flow/Forecast FY20-21

Revised 04/21/21

ADA = 184.30

CHARTER IMPACT

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Books and Supplies																
4100 Textbooks and Core Materials	-	-	338	2,067	-	-	-	432	-	5,000	5,000	5,000	-	**17,837**	33,750	15,914
4200 Books and Reference Materials	-	-	-	-	-	-	-	-	-	1,850	1,850	1,850	-	**5,550**	5,550	-
4302 School Supplies	1,827	4,307	5,454	704	-	1,916	-	1,318	188	6,421	6,421	6,421	-	**34,977**	41,210	6,233
4305 Software	3,353	11,322	14,341	4,061	7,463	3,991	5,040	3,917	9,517	6,500	6,500	6,500	-	**82,505**	43,500	(39,005)
4310 Office Expense	578	3,972	6,558	949	620	1,016	48	1,002	2,686	1,137	1,137	1,137	-	**20,838**	21,337	499
4311 Business Meals	-	-	-	-	-	-	-	-	-	38	38	38	-	**113**	338	225
4400 Noncapitalized Equipment	769	988	472	749	35,737	-	-	276	-				-	**38,990**	33,750	(5,240)
4700 Food Services	-	8,633	8,268	(5,419)	1,516	(3,032)	-	-	-	32	32	32	-	**10,062**	147,895	137,833
	6,527	29,223	35,431	3,110	45,335	3,892	5,088	6,944	12,391	20,977	20,977	20,977	-	**210,871**	**327,330**	**116,459**
Subagreement Services																
5102 Special Education	-	-	1,604	1,783	1,703	-	2,455	1,493	3,928	7,500	7,500	7,500	-	**35,464**	50,000	14,536
5103 Substitute Teacher	-	-	-	-	-	-	-	-	-	1,500	1,500	1,500	-	**4,500**	20,700	16,200
5104 Transportation	-	-	-	-	-	-	-	-	-	9	9	9	-	**27**	82	55
5105 Security	475	20	1,175	1,604	-	240	853	493	288	300	300	300	-	**6,048**	3,306	(2,741)
5106 Other Educational Consultants	-	-	-	-	-	-	-	-	-	280	280	280	-	**840**	2,520	1,680
	475	20	2,779	3,387	1,703	240	3,308	1,985	4,216	9,589	9,589	9,589	-	**46,879**	**76,608**	**29,729**
Operations and Housekeeping																
5201 Auto and Travel	-	-	-	-	-	-	-	-	-	318	318	318	-	**955**	2,864	1,909
5300 Dues & Memberships	890	-	-	-	-	-	-	-	-	25	25	25	-	**965**	1,115	150
5400 Insurance	1,909	1,909	1,909	1,909	1,909	1,909	1,909	1,909	1,909	1,909	1,909	1,909	-	**22,907**	22,908	1
5501 Utilities	-	-	-	-	-	-	-	3,768	1,071	2,167	2,167	2,167	-	**11,339**	13,000	1,661
5502 Janitorial Services	829	829	829	829	-	829	-	1,761	880	829	829	829	-	**9,276**	9,949	674
5900 Communications	1,652	2,430	2,043	2,292	2,425	2,048	1,911	2,711	2,187	2,500	2,500	2,500	-	**27,201**	28,625	1,425
5901 Postage and Shipping	-	11	11	32	11	11	-	32	47	90	90	90	-	**425**	3,982	3,557
	5,280	5,179	4,793	5,063	4,345	4,798	3,820	10,180	6,096	7,838	7,838	7,838	-	**73,067**	**82,443**	**9,376**
Facilities, Repairs and Other Leases																
5601 Rent	39,035	39,035	39,035	39,035	39,035	39,035	39,035	39,035	39,035	38,535	38,535	38,535	-	**466,924**	463,923	(3,000)
5603 Equipment Leases	928	928	86	(278)	341	248	65	(148)	75	928	928	928	-	**5,030**	10,294	5,263
5604 Other Leases	-	-	-	-	-	-	-	-	-	8	8	8	-	**25**	75	50
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	608	608	608	-	**1,825**	5,475	3,650
5610 Repairs and Maintenance	-	5,466	2,861	935	2,031	1,030	935	1,030	4,684	2,417	2,417	2,417	-	**26,223**	30,077	3,855
	39,963	45,429	41,982	39,693	41,408	40,314	40,036	39,917	43,794	42,497	42,497	42,497	-	**500,027**	**509,844**	**9,818**
Professional/Consulting Services																
5801 IT	-	-	-	-	-	-	-	-	-	800	800	800	-	**2,400**	7,200	4,800
5802 Audit & Taxes	-	-	4,060	1,111	-	-	-	-	-	-	-	-	-	**5,171**	11,260	6,089
5803 Legal	-	-	-	-	-	-	-	-	-	42	42	42	-	**125**	375	250
5804 Professional Development	-	-	-	-	150	-	-	-	-	2,410	2,410	2,410	-	**7,380**	12,200	4,820
5805 General Consulting	2,337	2,338	-	-	-	200	-	-	833	750	750	750	-	**7,958**	11,425	3,467
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	250	250
5807 Bank Charges	-	-	-	-	-	-	-	-	-	10	10	10	-	**30**	90	60
5808 Printing	-	1,147	1,357	728	2,131	482	-	-	1,385	835	835	835	-	**9,737**	10,022	285
5809 Other taxes and fees	-	-	-	-	-	-	-	-	-	50	50	50	-	**150**	450	300
5810 Payroll Service Fee	-	242	286	311	253	261	364	525	295	175	175	175	-	**3,061**	2,103	(958)
5811 Management Fee	5,708	14,471	12,318	18,179	31,759	17,610	37,495	19,144	38,662	26,202	26,202	26,202	-	**273,951**	265,851	(8,100)
5812 District Oversight Fee	913	1,826	1,217	1,217	1,218	1,217	1,217	2,130	5,341	2,279	2,274	2,274	-	**23,122**	13,200	(9,922)
5813 County Fees	-	-	-	-	1,354	-	-	1,406	-	1,625	-	-	1,625	**6,010**	6,500	490
5814 SPED Encroachment	4,145	8,290	5,527	5,527	5,528	5,527	5,527	9,672	26,745	15,392	15,392	15,392	-	**122,664**	111,269	(11,395)
5815 Public Relations/Recruitment	-	-	-	-	-	-	-	5,401	-	447	447	447	-	**6,741**	4,019	(2,722)
	13,103	28,315	24,765	27,073	42,393	25,297	44,602	38,278	73,261	51,017	49,386	49,386	1,625	**468,500**	**456,213**	**(12,286)**
Depreciation																
6900 Depreciation Expense	1,404	2,039	1,831	1,939	1,831	1,831	2,921	2,973	2,659	2,950	2,950	2,950	-	**28,278**	21,754	(6,524)
	1,404	2,039	1,831	1,939	1,831	1,831	2,921	2,973	2,659	2,950	2,950	2,950	-	**28,278**	**21,754**	**(6,524)**

TEACH Prep

Monthly Cash Flow/Forecast FY20-21

Revised 04/21/21

ADA = 184.30

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Interest																
7438 Interest Expense	-	-	1,086	110	97	85	96	76	-	-	-	-	-	**1,550**	2,119	569
	-	-	1,086	110	97	85	96	76	-	-	-	-	-	**1,550**	**2,119**	**569**
Total Expenses	**93,755**	**179,354**	**185,112**	**153,950**	**221,520**	**163,217**	**185,719**	**191,399**	**233,312**	**222,194**	**257,474**	**220,563**	**1,625**	**2,309,194**	**2,363,554**	**54,360**
Monthly Surplus (Deficit)	**(63,501)**	**(57,116)**	**(89,481)**	**6,525**	**81,379**	**(16,862)**	**179,138**	**(21,278)**	**140,154**	**28,510**	**33,831**	**20,525**	**337,664**	**579,487**	**490,535**	**88,952**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(63,501)	(57,116)	(89,481)	6,525	81,379	(16,862)	179,138	(21,278)	140,154	28,510	33,831	20,525	337,664	**579,487**	***2.92***	
Cash flows from operating activities															Coverage 1.20	
Depreciation/Amortization	1,404	2,039	1,831	1,939	1,831	1,831	2,921	2,973	2,659	2,950	2,950	2,950	-	**28,278**		
Public Funding Receivables	138,150	(35,097)	(10,085)	116,828	(120,975)	57,500	12,064	10,083	(103,636)	125,508	71,735	91,609	(339,289)	**14,394**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	(105,071)	(137,600)	(139,333)	(139,917)	-	**(521,921)**		
Due To/From Related Parties	(29,543)	76,092	(27,619)	(3,142)	2,607	(25,513)	(121,762)	25,217	148,710	-	-	(102,351)	-	**(57,304)**		
Prepaid Expenses	(9,082)	(15,708)	686	1,045	3,051	(6,871)	16,146	(9,911)	2,653	-	-	-	-	**(17,991)**		
Accounts Payable	(4,480)	-	14,776	(14,776)	-	-	-	-	6,365	-	-	-	1,625	**3,511**		
Accrued Expenses	(5,800)	(12,968)	(4,616)	(16,835)	7,525	(1,253)	1,934	(2,173)	18,867	-	-	-	-	**(15,320)**		
Other Liabilities	(0)	(0)	147,723	(14,395)	(82,397)	(4,245)	45,038	(0)	(13,774)	(805)	-	-	-	**77,145**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(4,631)	(19,036)	(3,290)	(3,248)	-	-	(16,351)	(26,100)	(7,250)	-	-	-	-	**(79,905)**		
Cash flows from financing activities																
Proceeds(Payments) on Debt	-	-	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	-	-	-	-	-	**(19,998)**		
Total Change in Cash	22,518	(61,795)	26,593	70,608	(110,314)	1,253	115,794	(24,523)	89,678	18,563	(30,817)	(127,184)				
Cash, Beginning of Month	82,441	104,959	43,165	69,758	140,366	30,053	31,305	147,099	122,576	212,254	230,817	200,000	**45.71**			
Cash, End of Month	**104,959**	**43,165**	**69,758**	**140,366**	**30,053**	**31,305**	**147,099**	**122,576**	**212,254**	**230,817**	**200,000**	**72,816**	**11.51**			

TEACH Public Schools

Monthly Cash Flow/Forecast FY20-21

Revised 04/21/2021

ADA = 0.00

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Revenues															ADA = 0.00	
Federal Revenue																
8296 Other Federal Revenue	-	-	-	-	-	-	-	73,096	-	-	-	-	-	**73,096**	73,096	-
8299 Prior Year Federal Revenue	-	-	-	-	-	-	73,096	(73,096)	-	-	-	-	-	**-**	-	-
	-	-	-	-	-	-	73,096	-	-	-	-	-	-	**73,096**	**73,096**	**-**
Other Local Revenue																
8689 Other Fees and Contracts	20,243	75,575	67,637	135,998	181,167	159,158	233,829	116,767	159,557	104,465	117,485	103,163	248,145	**1,723,189**	1,685,511	37,678
	20,243	75,575	67,637	135,998	181,167	159,158	233,829	116,767	159,557	104,465	117,485	103,163	248,145	**1,723,189**	**1,685,511**	**37,678**
Total Revenue	**20,243**	**75,575**	**67,637**	**135,998**	**181,167**	**159,158**	**306,925**	**116,767**	**159,557**	**104,465**	**117,485**	**103,163**	**248,145**	**1,796,285**	**1,685,511**	**37,678**
Expenses																
Certificated Salaries																
1175 Teachers' Extra Duty/Stipends	-	-	-	-	-	-	-	-	-	-	25,784	-	-	**25,784**	36,097	10,313
1300 Administrators' Salaries	46,618	46,618	46,618	46,618	46,618	58,191	49,341	49,341	49,341	63,286	63,286	63,286	-	**629,158**	559,425	(69,733)
	46,618	46,618	46,618	46,618	46,618	58,191	49,341	49,341	49,341	63,286	89,069	63,286	-	**654,941**	**595,522**	**(59,419)**
Classified Salaries																
2100 Instructional Salaries	-	-	-	-	-	-	-	-	-	-	10,670	-	-	**10,670**	14,937	4,268
2300 Classified Administrators' Salaries	7,141	7,141	7,141	7,141	7,141	8,805	7,462	7,462	7,462	6,833	6,833	6,833	-	**87,396**	82,922	(4,474)
2400 Clerical and Office Staff Salaries	4,853	4,853	4,853	4,853	4,853	6,360	5,072	5,072	5,072	4,853	4,853	4,853	-	**60,402**	58,240	(2,162)
2900 Other Classified Salaries	6,096	6,096	6,096	6,096	6,096	7,517	6,370	6,370	6,370	9,914	9,914	9,914	-	**86,848**	107,514	20,665
	18,090	18,090	18,090	18,090	18,090	22,682	18,904	18,904	18,904	21,601	32,270	21,601	-	**245,315**	**263,613**	**18,298**
Benefits																
3101 STRS	6,940	6,940	6,940	6,940	6,940	8,058	7,380	7,867	7,380	12,415	17,472	12,415	-	**107,684**	94,410	(13,274)
3301 OASDI	1,075	1,075	1,049	1,022	1,022	1,340	1,106	1,106	1,106	1,476	2,205	1,476	-	**15,056**	16,509	1,453
3311 Medicare	896	896	890	884	884	1,133	949	949	949	1,457	2,083	1,457	-	**13,429**	12,401	(1,028)
3401 Health and Welfare	3,566	1,492	9,315	1,601	6,121	6,533	4,081	4,310	5,564	7,667	7,667	7,667	-	**65,582**	77,073	11,490
3501 State Unemployment	-	-	-	-	-	-	2,289	296	47	395	395	395	-	**3,818**	12,507	8,689
3601 Workers' Compensation	-	1,212	606	606	606	606	606	606	606	1,407	2,011	1,407	-	**10,278**	11,201	923
3901 Other Benefits	2,697	2,544	2,544	2,544	2,544	2,733	2,384	2,384	2,384	2,829	4,044	2,829	-	**32,460**	7,786	(24,675)
	15,174	14,160	21,343	13,597	18,117	20,402	18,794	17,518	18,035	27,645	35,877	27,645	-	**248,308**	**231,887**	**(16,422)**
Books and Supplies																
4302 School Supplies	-	-	-	-	-	-	-	-	-	583	583	583	-	**1,749**	5,246	3,497
4305 Software	302	302	331	2,402	124	465	105	855	1,155	650	650	650	-	**7,993**	9,935	1,943
4310 Office Expense	2,288	1,433	1,311	3,640	3,324	2,744	(5,989)	575	3,156	2,728	2,728	2,728	-	**20,666**	29,584	8,919
4311 Business Meals	-	-	-	-	-	-	-	-	-	122	122	122	-	**366**	1,097	731
4400 Noncapitalized Equipment	2,920	3,309	544	-	276	-	139	576	967	750	750	750	-	**10,981**	18,773	7,793
	5,511	5,044	2,187	6,042	3,724	3,209	(5,745)	2,006	5,278	4,833	4,833	4,833	-	**41,753**	**64,635**	**22,882**
Subagreement Services																
5104 Transportation	-	-	-	-	-	-	-	-	-	9	9	9	-	**27**	82	55
5105 Security	-	-	-	-	-	1,615	-	-	-	364	364	364	-	**2,706**	3,273	566
	-	-	-	-	-	1,615	-	-	-	373	373	373	-	**2,734**	**3,355**	**621**
Operations and Housekeeping																
5201 Auto and Travel	475	-	382	-	235	-	-	-	-	818	818	818	-	**3,547**	8,221	4,674
5300 Dues & Memberships	-	-	180	-	382	-	-	-	103	250	250	250	-	**1,415**	2,430	1,015
5400 Insurance	606	(606)	-	-	-	-	-	-	-	500	500	500	-	**1,500**	4,500	3,000
5501 Utilities	1,534	2,027	472	900	959	919	1,010	1,045	949	1,333	1,333	1,333	-	**13,814**	16,032	2,218
5502 Janitorial Services	-	-	-	-	-	-	-	-	-	1,000	1,000	1,000	-	**3,000**	9,000	6,000
5900 Communications	-	-	-	-	-	4,697	7,679	1,656	4,131	1,700	1,700	1,700	-	**23,264**	10,500	(12,764)
5901 Postage and Shipping	984	590	144	18	1,256	618	18	68	418	500	500	500	-	**5,614**	6,218	604
	3,599	2,011	1,177	918	2,833	6,234	8,707	2,769	5,600	6,102	6,102	6,102	-	**52,153**	**56,901**	**4,748**

TEACH Public Schools

Monthly Cash Flow/Forecast FY20-21

Revised 04/21/2021

ADA = 0.00

CHARTER IMPACT

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Revised Budget Total	Favorable / (Unfav.)
Facilities, Repairs and Other Leases																
5601 Rent	10,712	-	(672)	-	-	-	-	-	-	-	-	-	-	**10,040**	37,522	27,482
5602 Additional Rent	-	-	-	-	-	-	-	-	-	100	100	100	-	**301**	904	603
5603 Equipment Leases	427	1,279	427	(854)	-	-	-	-	-	292	292	292	-	**2,154**	4,758	2,604
5604 Other Leases	-	-	-	-	-	-	-	-	-	8	8	8	-	**25**	75	50
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	347	347	347	-	**1,042**	3,125	2,084
5610 Repairs and Maintenance	-	955	24,535	-	-	30,660	-	514	-	1,250	1,250	1,250	-	**60,414**	36,739	(23,674)
	11,139	2,234	24,289	(854)	-	30,660	-	514	-	1,998	1,998	1,998	-	**73,976**	**83,123**	**9,147**
Professional/Consulting Services																
5801 IT	-	-	-	-	-	-	-	-	-	583	583	583	-	**1,750**	5,250	3,500
5802 Audit & Taxes	-	-	-	761	3,780	1,890	-	-	-	-	-	-	-	**6,431**	4,600	(1,831)
5803 Legal	100	-	-	-	-	-	(2,067)	60	-	167	167	167	-	**(1,407)**	1,600	3,007
5804 Professional Development	-	-	-	-	-	-	-	-	-	1,000	1,000	1,000	-	**3,000**	9,000	6,000
5805 General Consulting	-	-	-	-	328	-	-	-	-	700	700	700	-	**2,428**	6,300	3,873
5807 Bank Charges	160	115	130	115	115	115	130	130	115	150	150	150	-	**1,575**	1,755	180
5808 Printing	-	-	2,638	-	-	-	-	-	-	20	20	20	-	**2,698**	2,818	120
5809 Other taxes and fees	53	-	448	496	64	-	114	160	25	317	317	317	-	**2,310**	3,352	1,042
5810 Payroll Service Fee	-	-	-	-	-	-	-	-	-	687	687	687	-	**2,061**	6,182	4,122
5811 Management Fee	-	-	-	-	-	-	-	-	-	208	208	208	-	**625**	1,875	1,250
5815 Public Relations/Recruitment	82	104	-	-	-	-	-	-	54	170	170	170	-	**750**	1,716	966
	395	219	3,216	1,372	4,287	2,005	(1,823)	350	194	4,002	4,002	4,002	-	**22,221**	**46,649**	**24,428**
Depreciation																
6900 Depreciation Expense	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	956	1,145	1,145	1,145	-	**13,552**	13,185	(366)
	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	956	1,145	1,145	1,145	-	**13,552**	**13,185**	**(366)**
Total Expenses	**101,670**	**89,521**	**118,066**	**86,928**	**94,812**	**146,143**	**89,323**	**92,547**	**98,308**	**130,983**	**175,668**	**130,983**	**-**	**1,354,953**	**1,358,869**	**3,916**
Monthly Surplus (Deficit)	**(81,427)**	**(13,945)**	**(50,429)**	**49,070**	**86,355**	**13,015**	**217,602**	**24,219**	**61,249**	**(26,518)**	**(58,183)**	**(27,821)**	248,145	**441,331**	**326,642**	**41,593**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(81,427)	(13,945)	(50,429)	49,070	86,355	13,015	217,602	24,219	61,249	(26,518)	(58,183)	(27,821)	248,145	**441,331**		
Cash flows from operating activities																
Depreciation/Amortization	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	956	1,145	1,145	1,145	-	**13,552**		
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(248,145)	**(248,145)**		
Grants and Contributions Rec.	-	-	24,000	-	-	-	-	-	-	-	-	-	-	**24,000**		
Due To/From Related Parties	142,582	(45,166)	63,003	(11,422)	(55,288)	114,102	(305,987)	3,996	143,966	-	-	49,297	-	**99,084**		
Prepaid Expenses	302	(6,689)	568	(367)	(430)	(354)	8,494	(6,372)	(378)	-	-	-	-	**(5,226)**		
Other Assets	-	-	5,160	(3,750)	-	-	-	-	-	-	-	-	-	**1,410**		
Accounts Payable	(2,573)	-	1,523	(1,523)	-	-	-	-	-	-	-	-	-	**(2,573)**		
Accrued Expenses	(31,498)	75,054	4,334	(88,249)	(62,863)	(2,708)	144,832	(3,415)	(2,550)	-	-	-	-	**32,936**		
Total Change in Cash	28,531	10,399	49,304	(55,095)	(31,081)	125,200	66,086	19,574	203,243	(25,373)	(57,038)	22,621				
Cash, Beginning of Month	14,762	43,293	53,692	102,996	47,900	16,819	142,019	208,105	227,679	430,922	405,549	348,511				
Cash, End of Month	**43,293**	**53,692**	**102,996**	**47,900**	**16,819**	**142,019**	**208,105**	**227,679**	**430,922**	**405,549**	**348,511**	**371,132**				

Teach Academy of Technology

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	$ 230,718	$ 115,606	$ 115,112	$ 1,630,382	1,647,406	$ (17,024)	$ 2,761,655
Education Protection Account	229,447	-	229,447	647,241	266,185	381,056	532,370
State Aid - Prior Year	11,730	-	11,730	11,730	-	11,730	-
In Lieu of Property Taxes	62,360	62,265	95	976,698	900,444	76,254	1,235,631
Total State Aid - Revenue Limit	534,255	177,872	356,383	3,266,051	2,814,035	452,016	4,529,655
Federal Revenue							
Special Education - Entitlement	5,080	4,178	902	69,925	65,723	4,202	82,436
Federal Child Nutrition	45,239	32,172	13,067	356,054	177,793	178,260	338,654
Title I, Part A - Basic Low Income	-	-	-	183,876	157,593	26,283	164,767
Title II, Part A - Teacher Quality	-	-	-	7,019	22,350	(15,331)	22,053
Other Federal Revenue	9,678	-	9,678	815,686	492,982	322,704	628,672
Prior Year Federal Revenue	-	-	-	31	1,003,000	(1,002,969)	1,003,000
Total Federal Revenue	59,997	36,350	23,647	1,432,591	1,919,442	(486,851)	2,239,582
Other State Revenue							
State Special Education	11,089	13,574	(2,485)	216,413	209,925	6,488	264,219
State Child Nutrition	3,775	3,045	730	46,287	16,829	29,458	32,054
School Facilities (SB740)	-	-	-	238,198	230,378	7,821	460,755
Mandated Cost	-	-	-	7,325	7,326	(1)	7,326
State Lottery	-	-	-	24,338	21,617	2,722	84,127
Prior Year Revenue	4,740	-	4,740	98,079	-	98,079	-
Other State Revenue	61,119	-	61,119	91,852	93,240	(1,387)	143,446
Total Other State Revenue	80,724	16,619	64,105	722,493	579,313	143,180	991,928
Other Local Revenue							
Contributions, Unrestricted	-	-	-	500	500	-	500
Total Other Local Revenue	-	-	-	500	500	-	500
Total Revenues	**$ 674,976**	**$ 230,841**	**$ 444,135**	**$ 5,421,635**	**$ 5,313,290**	**$ 108,345**	**$ 7,761,665**
Expenses							
Certificated Salaries							
Teachers' Salaries	$ 97,597	$ 96,959	$ (639)	$ 768,707	$ 767,643	$ (1,063)	$ 1,058,520
Teachers' Extra Duty/Stipends	-	-	-	30,385	30,598	213	70,205
Pupil Support Salaries	6,181	8,791	2,610	59,699	74,120	14,421	100,493
Administrators' Salaries	8,645	15,240	6,594	77,627	116,256	38,630	161,975
Other Certificated Salaries	1,811	-	(1,811)	16,279	5,200	(11,080)	5,200
Total Certificated Salaries	114,235	120,989	6,754	952,697	993,818	41,121	1,396,393
Classified Salaries							
Instructional Salaries	13,990	7,135	(6,856)	88,734	66,627	(22,106)	88,031
Support Salaries	-	-	-	-	3,916	3,916	12,699
Clerical and Office Staff Salaries	6,560	6,759	199	51,554	58,538	6,984	78,814
Other Classified Salaries	7,353	4,673	(2,679)	60,646	48,846	(11,800)	62,866
Total Classified Salaries	27,903	18,567	(9,336)	200,933	177,927	(23,006)	242,410
Benefits							
State Teachers' Retirement System, certificated posi	17,547	19,893	2,346	141,052	161,157	20,105	227,347
Public Employees' Retirement System, classified posi	6,575	3,568	(3,007)	45,527	35,602	(9,925)	47,995
OASDI/Medicare/Alternative, certificated positions	2,032	1,069	(963)	12,661	10,079	(2,582)	13,791
Medicare/Alternative, certificated positions	2,050	2,033	(17)	16,706	17,098	392	23,903
Health and Welfare Benefits, certificated positions	9,596	13,267	3,670	93,179	108,199	15,020	147,999
State Unemployment Insurance, certificated positior	814	1,830	1,016	14,455	17,226	2,771	19,971
Workers' Compensation Insurance, certificated posit	1,208	1,963	755	13,351	18,319	4,968	24,889
Other Benefits, certificated positions	1,193	1,533	340	6,608	10,087	3,478	15,217
Total Benefits	41,015	45,156	4,141	343,539	377,766	34,227	521,112

Teach Academy of Technology

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Materials	-	-	-	71,368	66,597	(4,771)	66,597
Books and Reference Materials	-	-	-	-	912	912	912
School Supplies	2,143	3,047	904	12,641	26,009	13,368	35,150
Software	4,408	4,584	176	64,541	56,282	(8,259)	70,033
Office Expense	3,221	1,948	(1,273)	12,761	18,844	6,084	24,687
Business Meals	-	95	95	-	570	570	855
Noncapitalized Equipment	12,796	-	(12,796)	71,058	136,363	65,305	136,363
Food Services	32,695	33,701	1,006	239,027	234,599	(4,428)	335,702
Total Books & Supplies	55,262	43,374	(11,888)	471,395	540,176	68,781	670,298
Subagreement Services							
Nursing	-	214	214	-	1,283	1,283	1,924
Special Education	50,899	13,703	(37,196)	110,717	87,331	(23,386)	128,440
Substitute Teacher	703	18,202	17,499	703	109,212	108,509	163,818
Security	2,302	4,586	2,284	19,555	33,516	13,961	47,274
Other Educational Consultants	26,227	15,067	(11,160)	91,848	123,142	31,295	168,343
Total Subagreement Services	80,131	51,772	(28,359)	222,822	354,483	131,661	509,799
Operations & Housekeeping							
Auto and Travel	-	36	36	-	218	218	327
Dues & Memberships	-	100	100	890	1,490	600	1,790
Insurance	6,060	6,060	0	54,538	54,539	1	72,719
Utilities	2,660	4,883	2,224	31,442	37,409	5,968	52,059
Janitorial Services	1,469	1,325	(144)	13,544	13,487	(57)	17,462
Communications	3,719	3,436	(283)	35,279	32,679	(2,600)	42,986
Postage and Shipping	535	480	(55)	2,580	2,912	332	4,352
Total Operations & Housekeeping	14,443	16,321	1,878	138,272	142,735	4,463	191,696
Facilities, Repairs & Other Leases							
Rent	71,786	73,518	1,732	646,072	656,465	10,394	877,019
Additional Rent	-	(1,732)	(1,732)	-	(10,394)	(10,394)	(15,591)
Equipment Leases	6,136	3,405	(2,731)	34,056	30,645	(3,411)	40,860
Other Leases	-	250	250	-	1,500	1,500	2,250
Real/Personal Property Taxes	-	892	892	-	5,350	5,350	8,025
Repairs and Maintenance	(11,898)	6,100	17,998	9,027	50,058	41,031	68,358
Total Facilities, Repairs & Other Leases	66,024	82,432	16,409	689,155	733,624	44,469	980,921
Professional/Consulting Services							
IT	-	650	650	1,100	3,900	2,800	5,850
Audit & Taxes	-	-	-	5,171	10,460	5,289	10,460
Legal	-	733	733	4,646	4,400	(246)	6,600
Professional Development	-	2,544	2,544	5,508	16,267	10,759	23,900
General Consulting	833	4,133	3,300	1,033	24,800	23,767	37,200
Special Activities/Field Trips	-	-	-	-	1,800	1,800	1,800
Bank Charges	-	20	20	-	120	120	180
Printing	1,251	150	(1,101)	4,600	2,370	(2,230)	2,820
Other Taxes and Fees	1,282	630	(652)	4,502	5,499	996	7,389
Payroll Service Fee	295	108	(187)	2,556	1,178	(1,378)	1,503
Management Fee	71,473	72,766	1,293	579,880	526,512	(53,368)	744,808
District Oversight Fee	3,278	1,779	(1,499)	36,759	34,384	(2,375)	45,297
County Fees	-	-	-	4,131	3,750	(381)	7,500
SPED Encroachment	25,458	20,687	(4,771)	214,799	195,009	(19,790)	268,446
Public Relations/Recruitment	-	530	530	5,401	3,180	(2,221)	4,770
Total Professional/Consulting Services	103,870	104,730	860	870,086	833,628	(36,458)	1,168,523

Teach Academy of Technology

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Depreciation							
Depreciation Expense	9,986	9,331	(655)	86,115	83,980	(2,134)	111,973
Total Depreciation	9,986	9,331	(655)	86,115	83,980	(2,134)	111,973
Interest							
Interest Expense	1,288	-	(1,288)	11,595	3,865	(7,730)	3,865
Total Interest	1,288	-	(1,288)	11,595	3,865	(7,730)	3,865
Total Expenses	**$ 514,157**	**$ 492,672**	**$ (21,485)**	**$ 3,986,609**	**$ 4,242,002**	**$ 255,393**	**$ 5,796,990**
Change in Net Assets	**160,819**	**(261,831)**	**422,651**	**1,435,026**	**1,071,288**	**363,738**	**1,964,675**
Net Assets, Beginning of Period	4,013,977			2,739,770			
Net Assets, End of Period	**4,174,796**			**4,174,796**			

Teach Tech High School

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	$ 390,328	$ 180,157	$ 210,171	$ 2,368,317	$ 2,152,180	$ 216,137	$ 3,888,583
Education Protection Account	23,158	-	23,158	60,184	40,176	20,008	80,352
State Aid - Prior Year	9,200	-	9,200	9,200	-	9,200	-
In Lieu of Property Taxes	122,917	72,070	50,847	902,110	786,329	115,781	1,174,280
Total State Aid - Revenue Limit	545,603	252,227	293,376	3,339,811	2,978,686	361,125	5,143,215
Federal Revenue							
Special Education - Entitlement	9,325	5,180	4,145	64,585	57,625	6,960	78,343
Federal Child Nutrition	-	29,351	(29,351)	-	162,206	(162,206)	308,963
Title I, Part A - Basic Low Income	-	-	-	148,717	125,206	23,511	133,837
Title II, Part A - Teacher Quality	-	-	-	882	19,255	(18,373)	18,330
Other Federal Revenue	10,762	-	10,762	842,282	518,033	324,249	628,252
Prior Year Federal Revenue	-	-	-	17,659	-	17,659	-
Total Federal Revenue	20,087	34,531	(14,444)	1,074,125	882,324	191,801	1,167,725
Other State Revenue							
State Special Education	24,909	16,756	8,153	199,885	184,077	15,808	251,100
State Child Nutrition	-	2,778	(2,778)	-	15,353	(15,353)	29,244
School Facilities (SB740)	-	-	-	224,192	218,939	5,253	437,878
Mandated Cost	-	-	-	17,354	17,354	(0)	17,354
State Lottery	-	-	-	20,739	18,420	2,318	79,950
Prior Year Revenue	-	-	-	(1)	-	(1)	-
Other State Revenue	40,503	-	40,503	40,503	-	40,503	-
Total Other State Revenue	65,412	19,534	45,878	502,672	454,143	48,529	815,527
Total Revenues	**$ 631,102**	**$ 306,292**	**$ 324,810**	**$ 4,916,609**	**$ 4,315,153**	**$ 601,456**	**$ 7,126,467**
Expenses							
Certificated Salaries							
Teachers' Salaries	$ 102,616	$ 107,828	$ 5,212	$ 781,432	$ 839,584	$ 58,152	$ 1,163,069
Teachers' Extra Duty/Stipends	-	-	-	55,075	39,451	(15,624)	102,876
Pupil Support Salaries	12,120	9,290	(2,830)	107,288	88,435	(18,853)	116,305
Administrators' Salaries	14,560	13,671	(890)	132,901	124,648	(8,253)	165,660
Other Certificated Salaries	7,347	5,075	(2,272)	61,607	46,724	(14,883)	61,950
Total Certificated Salaries	136,644	135,865	(779)	1,138,303	1,138,842	539	1,609,861
Classified Salaries							
Instructional Salaries	7,120	10,660	3,540	35,719	71,497	35,778	103,478
Support Salaries	-	-	-	-	8,533	8,533	28,599
Clerical and Office Staff Salaries	1,800	13,484	11,684	28,836	93,290	64,454	133,741
Other Classified Salaries	8,411	13,889	5,478	62,086	99,890	37,804	141,556
Total Classified Salaries	17,331	38,033	20,702	126,641	273,210	146,569	407,374
Benefits							
State Teachers' Retirement System, certificat	22,068	22,032	(36)	174,579	182,698	8,118	259,078
OASDI/Medicare/Alternative, certificated pos	1,070	2,635	1,565	7,000	17,851	10,851	27,147
Medicare/Alternative, certificated positions	2,212	2,590	378	18,074	20,762	2,688	29,774
Health and Welfare Benefits, certificated pos	14,975	14,317	(658)	121,662	122,311	649	165,261
State Unemployment Insurance, certificated	662	2,341	1,679	11,988	18,284	6,296	21,796
Workers' Compensation Insurance, certificate	1,448	2,500	1,052	15,511	22,386	6,875	31,087
Other Benefits, certificated positions	2,368	-	(2,368)	19,549	5,103	(14,446)	5,103
Total Benefits	44,802	46,414	1,612	368,364	389,395	21,031	539,246

Teach Tech High School

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Materials	1,073	-	(1,073)	51,757	91,400	39,643	91,400
Books and Reference Materials	728	-	(728)	17,749	17,744	(5)	17,744
School Supplies	3,103	4,767	1,664	22,643	42,129	19,486	56,429
Software	5,992	2,758	(3,233)	97,028	71,635	(25,393)	79,910
Office Expense	(1,666)	2,825	4,491	13,567	27,968	14,401	36,443
Business Meals	-	33	33	-	200	200	300
Noncapitalized Equipment	21,961	-	(21,961)	81,221	76,100	(5,121)	76,100
Food Services	-	30,746	30,746	13,001	207,585	194,584	299,823
Total Books & Supplies	31,191	41,129	9,939	296,965	534,760	237,795	658,148
Subagreement Services							
Special Education	11,621	18,393	6,771	37,883	112,621	74,738	167,800
Substitute Teacher	2,791	6,980	4,189	2,791	41,880	39,089	62,820
Transportation	-	91	91	-	545	545	818
Security	1,312	4,018	2,706	11,666	27,724	16,058	39,779
Other Educational Consultants	-	1,520	1,520	5,514	14,634	9,120	19,194
Total Subagreement Services	15,725	31,002	15,277	57,854	197,405	139,551	290,411
Operations & Housekeeping							
Auto and Travel	-	100	100	556	600	44	900
Dues & Memberships	-	33	33	890	1,090	200	1,190
Insurance	5,307	5,307	(0)	47,766	47,764	(2)	63,685
Utilities	4,503	6,833	2,331	47,452	65,378	17,926	85,878
Janitorial Services	2,125	2,258	133	17,745	19,926	2,181	26,701
Communications	3,719	2,150	(1,569)	30,428	20,344	(10,084)	26,794
Postage and Shipping	1,094	30	(1,064)	1,214	214	(1,000)	304
Total Operations & Housekeeping	16,748	16,712	(36)	146,050	155,316	9,265	205,451
Facilities, Repairs & Other Leases							
Rent	61,756	66,465	4,709	555,808	584,061	28,253	783,457
Additional Rent	-	(4,709)	(4,709)	-	(28,254)	(28,254)	(42,380)
Equipment Leases	-	517	517	-	3,100	3,100	4,650
Other Leases	-	17	17	-	100	100	150
Real/Personal Property Taxes	-	1,333	1,333	-	8,000	8,000	12,000
Repairs and Maintenance	4,536	4,491	(45)	22,622	34,435	11,813	47,908
Total Facilities, Repairs & Other Leases	66,292	68,114	1,822	578,430	601,442	23,012	805,785
Professional/Consulting Services							
IT	-	530	530	220	3,180	2,960	4,770
Audit & Taxes	-	-	-	5,171	12,160	6,989	12,160
Legal	-	150	150	-	900	900	1,350
Professional Development	150	1,219	1,069	5,400	8,242	2,842	11,900
General Consulting	833	850	17	13,283	9,300	(3,983)	11,850
Special Activities/Field Trips	-	-	-	1,475	44,575	43,100	44,575
Bank Charges	15	-	(15)	30	-	(30)	-
Printing	13,838	320	(13,518)	17,922	3,390	(14,532)	4,350
Other Taxes and Fees	5	220	215	2,536	3,851	1,315	4,511
Payroll Service Fee	295	167	(128)	2,536	1,528	(1,008)	2,028
Management Fee	67,138	66,811	(328)	530,627	493,030	(37,598)	801,728
District Oversight Fee	6,480	2,522	(3,958)	40,699	35,734	(4,965)	51,432
County Fees	-	-	-	3,397	2,450	(947)	4,900
SPED Encroachment	37,041	20,662	(16,379)	198,395	181,769	(16,626)	278,188
Public Relations/Recruitment	-	320	320	5,401	1,920	(3,481)	2,880
Total Professional/Consulting Services	125,795	93,771	(32,025)	827,093	802,028	(25,064)	1,236,622

Teach Tech High School

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Depreciation							
Depreciation Expense	4,295	3,673	(622)	34,638	33,058	(1,580)	44,077
Total Depreciation	4,295	3,673	(622)	34,638	33,058	(1,580)	44,077
Total Expenses	**$ 458,824**	**$ 474,713**	**$ 15,889**	**$ 3,574,337**	**$ 4,125,456**	**$ 551,119**	**$ 5,796,975**
Change in Net Assets	**172,278**	**(168,421)**	**340,699**	**1,342,271**	**189,697**	**1,152,574**	**1,329,492**
Net Assets, Beginning of Period	2,882,993			1,712,999			
Net Assets, End of Period	**$ 3,055,271**			**$ 3,055,271**			

Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	$ 180,965	$ 86,622	$ 94,343	$ 789,179	$ 694,479	$ 94,700	$ 1,529,370
Education Protection Account	13,753	-	13,753	27,070	18,430	8,640	36,860
State Aid - Prior Year	3,317	-	3,317	9,753	6,436	3,317	6,436
In Lieu of Property Taxes	125,508	44,146	81,362	405,758	301,041	104,717	538,679
Total State Aid - Revenue Limit	323,543	130,768	192,775	1,231,760	1,020,386	211,374	2,111,345
Federal Revenue							
Special Education - Entitlement	9,174	3,415	5,759	29,049	22,278	6,771	35,939
Federal Child Nutrition	-	13,895	(13,895)	-	76,787	(76,787)	146,261
Title I, Part A - Basic Low Income	-	-	-	-	36,912	(36,912)	36,912
Title II, Part A - Teacher Quality	-	-	-	-	3,869	(3,869)	3,869
Other Federal Revenue	805	-	805	312,211	150,943	161,268	150,943
Total Federal Revenue	9,979	17,310	(7,331)	341,260	290,789	50,471	373,923
Other State Revenue							
State Special Education	26,975	11,002	15,973	89,906	71,181	18,725	115,188
State Child Nutrition	-	1,315	(1,315)	-	7,268	(7,268)	13,844
School Facilities (SB740)	-	-	-	80,634	100,434	(19,800)	200,869
Mandated Cost	-	-	-	2,245	2,245	(0)	2,245
State Lottery	-	-	-	7,468	6,625	843	36,676
Prior Year Revenue	-	-	-	53	-	53	-
Other State Revenue	12,969	-	12,969	12,969	-	12,969	-
Total Other State Revenue	39,944	12,317	27,627	193,275	187,754	5,522	368,821
Total Revenues	**$ 373,466**	**$ 160,395**	**$ 213,071**	**$ 1,766,295**	**$ 1,498,928**	**$ 267,367**	**$ 2,854,090**
Expenses							
Certificated Salaries							
Teachers' Salaries	$ 38,561	$ 37,155	$ (1,406)	$ 282,759	$ 288,310	$ 5,550	$ 399,774
Teachers' Extra Duty/Stipends	-	-	-	8,675	12,699	4,024	35,528
Administrators' Salaries	8,395	8,033	(362)	75,383	72,301	(3,082)	96,401
Other Certificated Salaries	1,811	-	(1,811)	16,274	5,198	(11,076)	5,198
Total Certificated Salaries	48,766	45,188	(3,578)	383,092	378,508	(4,584)	536,901
Classified Salaries							
Instructional Salaries	10,617	6,338	(4,279)	69,755	48,875	(20,879)	67,890
Support Salaries	-	-	-	-	3,110	3,110	10,884
Clerical and Office Staff Salaries	5,280	3,987	(1,293)	37,381	37,991	610	49,951
Other Classified Salaries	6,123	3,447	(2,675)	43,256	32,459	(10,798)	42,800
Total Classified Salaries	22,020	13,772	(8,247)	150,391	122,434	(27,957)	171,525
Benefits							
State Teachers' Retirement System, certificated pos	7,876	7,381	(495)	60,487	61,360	873	87,230
OASDI/Medicare/Alternative, certificated positions	1,357	828	(529)	9,225	7,391	(1,834)	10,343
Medicare/Alternative, certificated positions	1,008	856	(152)	7,540	7,203	(337)	10,216
Health and Welfare Benefits, certificated positions	7,635	4,065	(3,570)	47,719	32,655	(15,064)	44,850
State Unemployment Insurance, certificated positio	539	361	(178)	6,064	3,181	(2,883)	3,723
Workers' Compensation Insurance, certificated posi	484	827	342	6,839	9,079	2,240	11,987
Other Benefits, certificated positions	1,210	832	(378)	9,777	7,540	(2,237)	10,469
Total Benefits	20,110	15,150	(4,960)	147,651	128,408	(19,242)	178,818

Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Materials	-	3,712	3,712	2,837	22,613	19,776	33,750
Books and Reference Materials	-	-	-	-	5,550	5,550	5,550
School Supplies	188	3,291	3,104	15,713	31,336	15,623	41,210
Software	9,517	1,609	(7,908)	63,005	38,672	(24,333)	43,500
Office Expense	2,686	1,137	(1,549)	17,428	17,927	499	21,337
Business Meals	-	38	38	-	225	225	338
Noncapitalized Equipment	-	3,502	3,502	38,990	23,243	(15,747)	33,750
Food Services	-	14,555	14,555	9,966	104,231	94,264	147,895
Total Books & Supplies	12,391	27,844	15,454	147,939	243,797	95,857	327,330
Subagreement Services							
Special Education	3,928	5,377	1,450	12,964	33,868	20,904	50,000
Substitute Teacher	-	2,300	2,300	-	13,800	13,800	20,700
Transportation	-	9	9	-	55	55	82
Security	288	182	(106)	5,148	2,761	(2,387)	3,306
Other Educational Consultants	-	280	280	-	1,680	1,680	2,520
Total Subagreement Services	4,216	8,148	3,933	18,111	52,163	34,052	76,608
Operations & Housekeeping							
Auto and Travel	-	318	318	-	1,909	1,909	2,864
Dues & Memberships	-	25	25	890	1,040	150	1,115
Insurance	1,909	1,909	0	17,180	17,181	1	22,908
Utilities	1,071	1,444	373	4,839	8,667	3,828	13,000
Janitorial Services	880	829	(51)	6,789	7,462	674	9,949
Communications	2,187	2,500	313	19,701	21,125	1,425	28,625
Postage and Shipping	47	440	393	155	2,662	2,507	3,982
Total Operations & Housekeeping	6,096	7,466	1,370	49,553	60,046	10,493	82,443
Facilities, Repairs & Other Leases							
Rent	39,035	38,535	(500)	351,318	348,317	(3,000)	463,923
Equipment Leases	75	928	853	2,246	7,510	5,263	10,294
Other Leases	-	8	8	-	50	50	75
Real/Personal Property Taxes	-	608	608	-	3,650	3,650	5,475
Repairs and Maintenance	4,684	2,417	(2,267)	18,973	22,827	3,855	30,077
Total Facilities, Repairs & Other Leases	43,794	42,497	(1,298)	372,537	382,354	9,818	509,844
Professional/Consulting Services							
IT	-	800	800	-	4,800	4,800	7,200
Audit & Taxes	-	-	-	5,171	11,260	6,089	11,260
Legal	-	42	42	-	250	250	375
Professional Development	-	1,356	1,356	150	8,133	7,983	12,200
General Consulting	833	750	(83)	5,708	9,175	3,467	11,425
Special Activities/Field Trips	-	-	-	-	250	250	250
Bank Charges	-	10	10	-	60	60	90
Printing	1,385	835	(550)	7,231	7,516	285	10,022
Other Taxes and Fees	-	50	50	-	300	300	450
Payroll Service Fee	295	175	(120)	2,536	1,578	(958)	2,103
Management Fee	38,662	25,928	(12,733)	195,345	188,066	(7,279)	265,851
District Oversight Fee	5,341	1,308	(4,033)	16,296	11,978	(4,318)	13,200
County Fees	-	-	-	2,760	3,250	490	6,500
SPED Encroachment	26,745	10,475	(16,270)	76,488	79,843	3,355	111,269
Public Relations/Recruitment	-	447	447	5,401	2,679	(2,722)	4,019
Total Professional/Consulting Services	73,261	42,175	(31,086)	317,086	329,138	12,052	456,213

Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Depreciation							
Depreciation Expense	2,659	1,831	(828)	19,428	16,261	(3,167)	21,754
Total Depreciation	2,659	1,831	(828)	19,428	16,261	(3,167)	21,754
Interest							
Interest Expense	-	-	-	1,550	2,119	569	2,119
Total Interest	-	-	-	1,550	2,119	569	2,119
Total Expenses	**$ 233,312**	**$ 204,071**	**$ (29,240)**	**$ 1,607,337**	**$ 1,715,228**	**$ 107,890**	**$ 2,363,554**
Change in Net Assets	**140,154**	**(43,676)**	**183,831**	**158,958**	**(216,300)**	**375,257**	**490,535**
Net Assets, Beginning of Period	587,294			568,491			
Net Assets, End of Period	**$ 727,448**			**$ 727,448**			

Teach Public Schools

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
Federal Revenue							
Other Federal Revenue	$ -	$ -	$ -	$ 73,096	$ -	$ 73,096	$ -
Total Federal Revenue	-	-	-	73,096	-	73,096	-
Other Local Revenue							
Other Fees and Contracts	159,557	66,265	93,292	1,149,931	1,042,761	107,170	1,685,511
Total Other Local Revenue	159,557	66,265	93,292	1,149,931	1,042,761	107,170	1,685,511
Total Revenues	**$ 159,557**	**$ 66,265**	**$ 93,292**	**$ 1,223,027**	**$ 1,042,761**	**$ 180,267**	**$ 1,685,511**
Expenses							
Certificated Salaries							
Teachers' Extra Duty/Stipends	$ -	$ -	$ -	$ -	$ 10,313	$ 10,313	$ 36,097
Administrators' Salaries	49,341	46,619	(2,721)	439,300	419,567	(19,733)	559,425
Total Certificated Salaries	49,341	46,619	(2,721)	439,300	429,881	(9,419)	595,522
Classified Salaries							
Instructional Salaries	-	-	-	-	4,268	4,268	14,937
Supervisors' and Administrators' Salaries	7,462	6,833	(629)	66,896	62,422	(4,474)	82,922
Clerical and Office Staff Salaries	5,072	4,853	(218)	45,842	43,680	(2,162)	58,240
Other Classified Salaries	6,370	9,914	3,544	57,106	77,772	20,665	107,514
Total Classified Salaries	18,904	21,601	2,697	169,844	188,142	18,298	263,613
Benefits							
State Teachers' Retirement System, certificated positions	7,380	7,529	150	65,383	67,659	2,276	94,410
OASDI/Medicare/Alternative, certificated positions	1,106	1,373	268	9,900	11,711	1,811	16,509
Medicare/Alternative, certificated positions	949	997	48	8,431	8,877	446	12,401
Health and Welfare Benefits, certificated positions	5,564	6,967	1,403	42,582	56,173	13,590	77,073
State Unemployment Insurance, certificated positions	47	693	646	2,632	11,468	8,836	12,507
Workers' Compensation Insurance, certificated positions	606	963	357	5,453	7,799	2,346	11,201
Other Benefits, certificated positions	2,384	-	(2,384)	22,759	7,786	(14,974)	7,786
Total Benefits	18,035	18,521	486	157,141	171,473	14,332	231,887
Books & Supplies							
School Supplies	-	583	583	-	3,497	3,497	5,245
Software	1,155	1,000	(155)	6,043	6,935	893	9,935
Office Expense	3,156	2,728	(428)	12,482	21,400	8,919	29,584
Business Meals	-	122	122	-	731	731	1,096
Noncapitalized Equipment	967	-	(967)	8,731	18,773	10,043	18,773
Total Books & Supplies	5,278	4,433	(845)	27,255	51,337	24,082	64,635
Subagreement Services							
Transportation	-	9	9	-	55	55	82
Security	-	364	364	1,615	2,182	566	3,273
Total Subagreement Services	-	373	373	1,615	2,236	621	3,355
Operations & Housekeeping							
Auto and Travel	-	818	818	1,092	5,766	4,674	8,221
Dues & Memberships	103	250	148	665	1,680	1,015	2,430
Insurance	-	500	500	-	3,000	3,000	4,500
Utilities	949	1,333	385	9,814	12,032	2,218	16,032
Janitorial Services	-	1,000	1,000	-	6,000	6,000	9,000
Communications	4,131	1,167	(2,965)	18,164	7,000	(11,164)	10,500
Postage and Shipping	418	500	82	4,114	4,718	604	6,218
Total Operations & Housekeeping	5,600	5,568	(32)	33,849	40,196	6,348	56,901
Facilities, Repairs & Other Leases							
Rent	-	3,054	3,054	10,040	28,361	18,321	37,522
Additional Rent	-	100	100	-	603	603	904
Equipment Leases	-	292	292	1,279	3,883	2,604	4,758
Other Leases	-	8	8	-	50	50	75
Real/Personal Property Taxes	-	347	347	-	2,084	2,084	3,125
Repairs and Maintenance	-	1,250	1,250	56,664	32,989	(23,674)	36,739
Total Facilities, Repairs & Other Leases	-	5,051	5,051	67,983	67,969	(13)	83,123

Teach Public Schools

Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Professional/Consulting Services							
IT	-	583	583	-	3,500	3,500	5,250
Audit & Taxes	-	-	-	6,431	4,600	(1,831)	4,600
Legal	-	167	167	(1,907)	1,100	3,007	1,600
Professional Development	-	1,000	1,000	-	6,000	6,000	9,000
General Consulting	-	700	700	328	4,200	3,873	6,300
Special Activities/Field Trips	-	-	-	-	2,200	2,200	2,200
Bank Charges	115	150	35	1,125	1,305	180	1,755
Printing	-	20	20	2,638	2,758	120	2,818
Other Taxes and Fees	25	317	292	1,360	2,402	1,042	3,352
Payroll Service Fee	-	687	687	-	4,122	4,122	6,182
Management Fee	-	208	208	-	1,250	1,250	1,875
Public Relations/Recruitment	54	170	116	240	1,206	966	1,716
Total Professional/Consulting Services	194	4,002	3,808	10,215	34,642	24,428	46,649
Depreciation							
Depreciation Expense	956	1,083	127	10,117	9,935	(181)	13,185
Total Depreciation	956	1,083	127	10,117	9,935	(181)	13,185
Total Expenses	**$ 98,308**	**$ 107,251**	**$ 8,943**	**$ 917,319**	**$ 995,812**	**$ 78,494**	**$ 1,358,869**
Change in Net Assets	**61,249**	**(40,986)**	**102,235**	**305,709**	**46,948**	**258,760**	**326,642**
Net Assets, Beginning of Period	286,722			42,262			
Net Assets, End of Period	**$ 347,971**			**$ 347,971**			

C & M LLC

Statement of Activities

For the period ended March 31, 2021

	Current Period Actual	Current Year Actual
Revenues		
Other Local Revenue		
Lease and Rental Income	$ 71,786	$ 646,072
Interest Revenue	268	4,706
Unrealized Gain/Loss on FMV of Investments	(4,175)	(27,738)
Total Other Local Revenue	67,879	623,039
Total Revenues	**$ 67,879**	**$ 623,039**
Expenses		
Operations & Housekeeping		
Bond Amortization Expense	$ 712	$ 6,407
Total Operations & Housekeeping	712	6,407
Professional/Consulting Services		
Bank Charges	-	12
Other Taxes and Fees	-	5,120
Total Professional/Consulting Services	-	5,132
Depreciation		
Depreciation Expense	24,561	221,045
Total Depreciation	24,561	221,045
Interest		
Interest Expense	60,507	542,780
Total Interest	60,507	542,780
Total Expenses	**$ 85,780**	**$ 775,364**
Change in Net Assets	**(17,901)**	**(152,325)**
Net Assets, Beginning of Period	(638,295)	(503,872)
Net Assets, End of Period	**$ (656,196)**	**$ (656,196)**

Wooten Avila

Statement of Activities

For the period ended March 31, 2021

	Current Period Actual	Current Year Actual
Revenues		
Other Local Revenue		
Lease and Rental Income	$ 100,792	$ 907,126
Interest Revenue	90	12,368
Total Other Local Revenue	100,881	919,494
Total Revenues	**$ 100,881**	**$ 919,494**
Expenses		
Operations & Housekeeping		
Bond Amortization Expense	$ 1,050	$ 9,491
Total Operations & Housekeeping	1,050	9,491
Professional/Consulting Services		
General Consulting	-	765
Bank Charges	-	5,012
Total Professional/Consulting Services	-	5,777
Depreciation		
Depreciation Expense	59,291	533,621
Total Depreciation	59,291	533,621
Interest		
Interest Expense	88,561	797,048
Total Interest	88,561	797,048
Total Expenses	**$ 148,902**	**$ 1,345,937**
Change in Net Assets	**(48,021)**	**(426,443)**
Net Assets, Beginning of Period	(632,252)	(253,830)
Net Assets, End of Period	**$ (680,273)**	**$ (680,273)**

TEACH Foundation, Inc

Statement of Activities

For the period ended March 31, 2021

	Current Period Actual	Current Year Actual
Revenues		
Total Revenues	**$ -**	**$ -**
Expenses		
Total Expenses	**$ -**	**$ -**
Net Assets, Beginning of Period	2,337	2,337
Net Assets, End of Period	**$ 2,337**	**$ 2,337**

TEACH, Inc.

Statement of Financial Position

March 31, 2021

	Teach Academy of Technology	Teach Tech High School	Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School	Teach Public Schools	C & M LLC	Wooten Avila, LLC	TEACH Foundation, Inc	Eliminations	Combined
Assets									
Current Assets									
Cash & Cash Equivalents	$ 2,664,619	$ 2,155,898	$ 212,254	$ 430,922	$ 90,823	$ 259,613	$ -		$ 5,814,129
Accounts Receivable	428,595	208,037	105,071	-	-	-	2,337		744,040
Interest Receivable	-	-	-	-	546	90	-		635
Public Funding Receivables	439,508	540,409	377,807	-	-	-	-		1,357,724
Due To/From Related Parties	182,524	(129,470)	(102,351)	49,297	-	-	-		(0)
Prepaid Expenses	85,584	46,747	29,430	9,338	-	-	-		171,099
Total Current Assets	**3,800,829**	**2,821,620**	**622,212**	**489,557**	**91,369**	**259,702**	**2,337**		**8,087,626**
Long-Term Assets									
Property & Equipment, Net	1,193,533	139,411	163,947	55,162	9,827,354	20,267,570	-		31,646,977
Deposits	5,000	164,878	99,750	16,170	-	3,625	-	(141,967)	147,456
Deferred Lease Asset	-	-	-	-	220,382	(42,383)	-	(177,999)	-
Investments	-	-	-	-	1,074,729	3,069,989	-		4,144,717
Securities	-	-	-	-	275,817	-	-		275,817
Securities Premium	-	-	-	-	480	-	-		480
Total Long Term Assets	**1,198,533**	**304,288**	**263,697**	**71,332**	**11,398,762**	**23,298,801**	**-**	**(319,966)**	**36,215,447**
Total Assets	**$ 4,999,362**	**$ 3,125,908**	**$ 885,909**	**$ 560,888**	**$ 11,490,131**	**$ 23,558,503**	**$ 2,337**	**$ (319,966)**	44,303,073
Liabilities									
Current Liabilities									
Accounts Payable	$ 10,763	$ 17,728	$ 6,365	$ -	$ -	$ -	$ -		$ 34,857
Accrued Liabilities	118,568	15,589	34,144	212,917	-	-	-		381,218
Interest Payable	-	-	-	-	239,641	278,250	-		517,891
Deferred Revenue	239,911	79,703	77,951	-	-	105,500	-		503,065
Deferred Rent, Current Portio	14,420	-	(1)	-	-	-	-	(14,419)	-
Notes Payable, Current Portio	53,194	-	-	-	-	-	-		53,194
Total Current Liabilities	**436,857**	**113,020**	**118,459**	**212,917**	**239,641**	**383,750**	**-**	**(14,419)**	**1,490,226**
Long-Term Liabilities									
Deferred Rent, Net of Curren	205,962	(42,382)	-	-	-	-	-	(163,580)	-
Notes Payable, Net of Currer	181,747	-	40,002	-	-	-	-		221,749
Bonds Payable	-	-	-	-	12,365,000	22,310,000	-		34,675,000
Bond Issue Costs	-	-	-	-	(253,653)	(469,466)	-		(723,119)
Discount on Bonds	-	-	-	-	(204,661)	-	-		(204,661)
Premium on Bonds					-	1,872,525			1,872,525
Other Long-Term Liabilities	-	-	-	-	-	141,967	-	(141,967)	-
Total Long-Term Liabilities	**387,709**	**(42,382)**	**40,002**	**-**	**11,906,686**	**23,855,026**	**-**	**(305,547)**	**35,841,494**
Total Liabilities	**$ 824,566**	**$ 70,638**	**$ 158,461**	**$ 212,917**	**$ 12,146,327**	**$ 24,238,776**	**$ -**	**$ (319,966)**	**$ 37,331,719**
Total Net Assets	4,174,796	3,055,271	727,448	347,971	(656,196)	(680,273)	2,337	-	6,971,354
Total Liabilities and Net Assets	**$ 4,999,362**	**$ 3,125,908**	**$ 885,909**	**$ 560,888**	**$ 11,490,131**	**$ 23,558,503**	**$ 2,337**	**$ (319,966)**	**$ 44,303,073**

Teach Academy of Technology

Accounts Payable Aging

March 31, 2021

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
I & S Electric Inc.	323	3/23/2021	4/22/2021	$ 1,200	$ -	$ -	$ -	$ -	$ 1,200
Love and Logic Institute, Inc.	INV00000062617	3/23/2021	4/22/2021	649	-	-	-	-	649
Ontario Refrigeration	GE17593M	3/11/2021	3/11/2021	1,208	-	-	-	-	1,208
Orkin	209917411	3/23/2021	4/22/2021	140	-	-	-	-	140
Orkin	209917414	3/23/2021	4/22/2021	85	-	-	-	-	85
Orkin	209917420	3/23/2021	4/22/2021	80	-	-	-	-	80
The Stepping Stone Group	M0074177	3/15/2021	4/29/2021	5,250	-	-	-	-	5,250
William C. Boyd Jr.	032321-3	3/22/2021	4/21/2021	1,351	-	-	-	-	1,351
William C. Boyd Jr.	032421	3/25/2021	4/24/2021	801	-	-	-	-	801
			Total Outstanding Invoices	$ 10,763	$ -	$ -	$ -	$ -	$ 10,763

Teach Tech High School

Accounts Payable Aging

March 31, 2021

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
Delta Trak	392107	3/24/2021	4/23/2021	$ 239	$ -	$ -	$ -	$ -	$ 239
I & S Electric Inc.	322	3/23/2021	4/22/2021	1,200	-	-	-	-	1,200
Jostens	25783958	3/10/2021	5/4/2021	1,946	-	-	-	-	1,946
Ontario Refrigeration	GE17594M	3/11/2021	3/11/2021	1,046	-	-	-	-	1,046
Staples	8061671189	3/20/2021	4/19/2021	957	-	-	-	-	957
The Education Team	454423	3/19/2021	3/19/2021	1,722	-	-	-	-	1,722
William C. Boyd Jr.	032321	3/22/2021	4/21/2021	10,617	-	-	-	-	10,617
		Total Outstanding Invoices		$ 17,728	$ -	$ -	$ -	$ -	$ 17,728

Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Accounts Payable Aging

March 31, 2021

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
Bay Alarm Company	18350547	3/15/2021	3/15/2021	$ 84	$ -	$ -	$ -	$ -	$ 84
BK Interactive LLC	INV000955	3/16/2021	4/15/2021	4,205	-	-	-	-	4,205
Delta Trak	392106	3/24/2021	4/23/2021	148	-	-	-	-	148
I & S Electric Inc.	321	3/23/2021	4/22/2021	1,200	-	-	-	-	1,200
Orkin	209917410	3/23/2021	4/22/2021	95	-	-	-	-	95
Sharon Rhee	RHEE120420	12/4/2020	12/4/2020	99	-	-	-	-	99
William C. Boyd Jr.	032321-2	3/22/2021	4/21/2021	535	-	-	-	-	535
			Total Outstanding Invoices	$ 6,365	$ -	$ -	$ -	$ -	$ 6,365

Teach Academy of Technology

Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
62592	Jimmy Morales	Reimb - 02/03/21	3/1/2021	$ 101.21
62593	Mutual of Omaha	Life and AD&D Ins - 03/21	3/1/2021	2,283.76
62594	Western Avenue Community Action	Security Svcs - 02/12/21 - 03/12/21	3/11/2021	1,320.00
62595	After-School All-Stars, Los Angeles	Enrichment Svcs - 01/21 & Enrichment Svcs - 12/20	3/12/2021	26,227.48
62596	Amazon Capital Services	Office Supplies & School Supplies	3/12/2021	2,402.40
62597	Charter Impact, Inc.	Business Mgmt Svcs - 03/21, FedEx Reimb & Rush Processing Fee - 01/21 & Payroll Processing Fee - 02/21	3/12/2021	17,891.63
62598	Chartersafe	WC Liability Ins - 04/21	3/12/2021	16,985.00
62599	Comprehensive Therapy Associates Inc	SpEd Svcs - 01/21	3/12/2021	13,428.75
62600	Delta Distributing	Janitorial Supplies	3/12/2021	1,332.60
62601	EdTech101	Bretford Charging Cart - (4) & Chromebooks (30) & Management Svcs License	3/12/2021	14,137.58
62602	Ontario Refrigeration	Maintenance Svcs	3/12/2021	649.00
62603	Orkin	Pest Control Svcs	3/12/2021	230.00
62604	Sparkletts	Office Supplies	3/12/2021	37.39
62605	Spectrum	Communication Svcs - 02/11/21 - 03/10/21	3/12/2021	850.00
62606	The Stepping Stone Group	SpEd Svcs - 01/10/21 - 01/23/21 & SpEd Svcs - 01/24/21 - 02/06/21	3/12/2021	9,975.00
62607	Verizon Wireless	Communication Svcs - 01/22/21 - 02/21/21	3/12/2021	857.70
62608	Amazon Capital Services	Office Supplies & Defibrillator Value Pack - (1)	3/26/2021	1,618.38
62609	Better 4 You Meals, Inc.	Meals - 02/21	3/26/2021	32,214.60
62610	Charter Impact, Inc.	FedEx Reimb & Rush Processing Fee - 02/21	3/26/2021	851.52
62611	Comprehensive Therapy Associates Inc	SpEd Svcs - 02/21	3/26/2021	22,902.50
62612	Delta Distributing	Janitorial Supplies	3/26/2021	195.68
62613	KS Statebank	Rent - 04/21	3/26/2021	5,721.22
62614	Maintex, Inc.	AeraMax PureView Professional Air Purifier - (3)	3/26/2021	3,302.05
62615	Outfront Media LLC	Settlement - 04/21	3/26/2021	2,778.00
62616	Staples	Office Supplies	3/26/2021	1,006.89
62617	TELESPEX	Telecom Hosting Svcs - 03/20/21 - 04/19/21	3/26/2021	1,129.48
62618	The Education Team	Sub Svcs - 02/25/21 - 02/26/21	3/26/2021	702.60
62619	The Kendrick Group LLC	E Rate Management - FY2021	3/26/2021	2,500.00
62620	The Stepping Stone Group	SpEd Svcs - 02/07/21 - 02/20/21	3/26/2021	4,725.00
62621	Zoom Video Communications, Inc.	Cloud Recording - 01/18/21 - 02/17/21, 02/18/21 - 03/17/21 & 10/18/20 - 11/17/20	3/26/2021	1,045.00
62622	Aflac	Supplemental Ins - 03/21	3/31/2021	1,479.70
62623	Blue Shield of California	Health Ins - 04/21	3/31/2021	1,658.02
62624	California Dental Network, Inc.	Dental Ins - 04/21	3/31/2021	575.29
62625	Kaiser Foundation Health Plan	Health Ins - 04/21	3/31/2021	37,886.78
62626	Mutual of Omaha	Life and AD&D Ins - 04/21	3/31/2021	2,706.89
ACH	LADWP - 4653	Utility Svcs - 12/30/21 - 01/29/21	3/1/2021	897.72
ACH	CALPERS	TAT PERS 02/21	3/1/2021	9,274.13
ACH	CALSTRS	TAT STRS 02/21	3/1/2021	39,591.68
ACH	PlanConnect	403B & 457 Pay Date: 022621	3/2/2021	8,588.47
ACH	PlanConnect	403B & 457 Pay Date: 31521	3/17/2021	8,553.19
ACH	LADWP - 0000	Utility Svcs - 02/03/21 - 03/03/21	3/18/2021	204.67
ACH	LADWP - 7788	Utility Svcs - 02/03/21 - 03/03/21	3/18/2021	334.65
ACH	LADWP - 4569	Utility Svcs - 02/03/21 - 03/03/21	3/18/2021	1,071.39
ACH	LADWP - 7514	Utility Svcs - 02/03/21 - 03/05/21	3/22/2021	59.71
ACH	California Department of Tax and Fee Adr	Environmental Fee - 18/19 Filings	3/22/2021	1,282.35
ACH	Republic Services #902	Janitorial Svcs - 03/21	3/24/2021	594.31
ACH	Republic Services #902	Janitorial Svcs - 03/21	3/24/2021	875.18

Teach Academy of Technology

Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
ACH	Republic Services #902	Janitorial Svcs - 03/21	3/24/2021	880.46
ACH	LADWP - 4653	Utility Svcs - 01/29/21 - 03/01/21	3/30/2021	788.91
ACH	Los Angeles County Tax Collector	00/20 Property Tax - Assessor ID 6059001033 & 6058006014	3/30/2021	127,183.00
ACH	Los Angeles County Tax Collector	00/20 Property Tax - Assessor ID 6058006033 - 6058006035	3/30/2021	10,158.45
ACH	Los Angeles County Tax Collector	00/19/20 Property Tax - Assessor ID 6058006031 & 6059001034	3/30/2021	13,066.25
			Total Payments Issued in March	**$ 457,113.62**
Imprest Account				
ACH	SoCalGas	Utility Svcs - 01/11/21 - 02/10/21	3/4/2021	$ 38.75
			Total Payments Issued in March	**$ 38.75**

Teach Tech High School

Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
71717	ZeroUV	School Supplies	3/10/2021	VOID
71734	Western Avenue Community Action	Gardening Svcs, Power Wash, Cleaning Svcs, & Security Svcs	3/11/2021	2,280.00
71735	Amazon Capital Services	School Supplies	3/12/2021	2,199.50
71736	Barnes & Noble, Inc.	Textbooks	3/12/2021	727.69
71737	Bay Alarm Company	Alarm Svcs - 03/01/21 - 06/01/21 & Client Analysis Fee	3/12/2021	243.40
71738	Comprehensive Therapy Associates Inc	SpEd Svcs - 01/21	3/12/2021	6,465.70
71739	EdTech101	Bretford Charging Cart - (4) & Chromebooks (60) & Management Svcs License	3/12/2021	24,716.35
71740	Maintex, Inc.	Janitorial Supplies	3/12/2021	403.90
71741	Orkin	Pest Control Svcs	3/12/2021	130.00
71742	Sparkletts	Office Supplies	3/12/2021	5.99
71743	Spectrum	Communicaton Svcs - 02/09/21 - 03/08/21	3/12/2021	850.00
71744	Staples	Office Supplies	3/12/2021	1,896.22
71745	The College Board	Virtual Workshop - 11/20/20 - 11/21/20	3/12/2021	150.00
71746	William C. Boyd Jr.	Banners - (6)	3/12/2021	800.80
71747	WM Corporate Services, Inc.	Janitorial Svcs - 03/21	3/12/2021	2,125.21
71748	Amazon Capital Services	Office Supplies	3/26/2021	245.24
71749	APF fbo Edlogical Group Corp.	SpEd Svcs - 02/21	3/26/2021	230.00
71750	Comprehensive Therapy Associates Inc	SpEd Svcs - 02/21	3/26/2021	10,308.20
71751	Maintex, Inc.	AeraMax PureView Professional Air Purifier - (3) & Victory Backpack Sprayer - (3)	3/26/2021	9,223.33
71752	PRN Nursing Consultants LLC	Epipen	3/26/2021	166.00
71753	The Education Team	Sub Svcs - 03/01/21 - 03/5/21	3/26/2021	1,069.44
71754	William C. Boyd Jr.	Printing Svcs & Design Svcs	3/26/2021	2,370.50
ACH	CALSTRS	TTHS STRS 02/21	3/1/2021	36,990.98
ACH	Pacific Western Bank	Stop Payment Fee	3/10/2021	15.00
ACH	Golden State Water Company	Utility Svcs - 02/16/21 - 03/16/21	3/12/2021	24.30
ACH	Golden State Water Company	Utility Svcs - 01/14/21 - 02/16/21	3/12/2021	398.84
ACH	Golden State Water Company	Utility Svcs - 01/15/21 - 02/11/21	3/24/2021	18.06
ACH	Southern California Edison - 9482	Utility Svcs - 02/09/21 - 03/11/21	3/26/2021	3,981.99
ACH	Los Angeles County Tax Collector	18-20 Property Tax - Assessor ID 6059013027	3/29/2021	15,436.41
ACH	Los Angeles County Tax Collector	19-20 Property Tax - Assessor ID 6059013028	3/29/2021	192,600.77

Total Payments Issued in March **$ 316,073.82**

Teach Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School

Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
10423	Western Avenue Community Action	Gardening Svcs, Power Wash, Cleaning Svcs, & Security Svcs	3/11/2021	$ 1,055.00
10424	Amazon Capital Services	Office Supplies	3/12/2021	209.04
10425	Bay Alarm Company	Alarm Svcs - 03/01/21 - 03/31/21	3/12/2021	84.00
10426	Comprehensive Therapy Associates Inc	SpEd Svcs - 01/21	3/12/2021	2,333.75
10427	Great Minds	Student License - 1Yr	3/12/2021	913.50
10428	Ontario Refrigeration	Maintenance Svcs	3/12/2021	486.00
10429	Orkin	Pest Control Svcs	3/12/2021	95.20
10430	Sparkletts	Office Supplies	3/12/2021	32.70
10431	Spectrum	Communication Svcs - 02/12/21 - 03/11/21	3/12/2021	1,530.00
10432	Staples	Office Supplies	3/12/2021	43.65
10433	Amazon Capital Services	Office Supplies & School Supplies	3/26/2021	1,071.75
10434	Comprehensive Therapy Associates Inc	SpEd Svcs - 02/21	3/26/2021	3,086.25
10435	Maintex, Inc.	AeraMax PureView Professional Air Purifier - (3) & Victory Back	3/26/2021	7,249.57
10436	Mike Green Fire Protection	Emergency Lighting Repair Svcs	3/26/2021	1,872.45
10437	Staples	Office Supplies	3/26/2021	1,794.23
10438	Zingy Learning	Zingy Learning FY-20/21	3/26/2021	300.00
ACH	CALSTRS	TES STRS 02/21	3/1/2021	12,381.23
ACH	Los Angeles County Tax Collector	18-20 Property Tax - Assessor ID 6035032039	3/29/2021	105,070.73
			Total Payments Issued in March	**$ 139,609.05**

Teach Public Schools

Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
81346	Amazon Capital Services	Office Supplies	3/12/2021	$ 121.45
81347	Dropbox Inc.	Dropbox Business Licenses - 02/11/21 - 02/11/22	3/12/2021	750.00
81348	Staples	Office Supplies	3/12/2021	70.02
81349	Franchise Tax Board	CONFIDENTIAL	3/15/2021	53.87
81350	Franchise Tax Board	CONFIDENTIAL	3/15/2021	769.66
81351	Amazon Capital Services	Apple IPad Air & Apple Keyboard - (1) & Office Supplies	3/26/2021	1,007.71
81352	Enrique Robles	Reimb - 12/11/20 - 03/07/21	3/26/2021	628.30
81353	Matthew Brown	Reimb - 03/12/21 - 03/17/21	3/26/2021	325.00
81354	Franchise Tax Board	CONFIDENTIAL	3/31/2021	769.66
ACH	Employment Development Department	State Tax Pmt UI Pay Date: 02/26/21	3/1/2021	1,506.01
ACH	Employment Development Department	State Tax Pmt CA PIT & SDI Pay Date: 02/26/21	3/1/2021	9,337.14
ACH	Internal Revenue Service	Fed Tax Pmt Pay Date: 02/26/21	3/1/2021	29,116.93
ACH	Officebooks.com	Officebooks.com	3/2/2021	9.00
ACH	MyTeachaaca	Google Voice - 02/21	3/2/2021	1,680.09
ACH	TASC	FSA Payment - 03/21	3/2/2021	354.16
ACH	Stamps.com	Stamps.com	3/4/2021	17.99
ACH	Home Depot	Home Depot	3/8/2021	634.38
ACH	Southern California Edison	Utility Svcs - 01/21/21 - 02/19/21	3/8/2021	948.54
ACH	Verizon Wireless	Communication Svcs - 02/22/21 - 03/21/21	3/9/2021	1,971.12
ACH	U.S. Postal Service	Postage/Shipping	3/12/2021	400.00
ACH	Pacific Western Bank	Bank Fee	3/15/2021	115.00
ACH	State Disbursement Unit	Wage Garnishment Pay Date: 03/15/21	3/15/2021	233.00
ACH	TASC	FSA Payment - 03/21	3/16/2021	354.16
ACH	Employment Development Department	State Tax Pmt UI Pay Date: 03/15/21	3/16/2021	1,186.88
ACH	Employment Development Department	State Tax Pmt CA PIT & SDI Pay Date: 03/15/21	3/16/2021	9,229.36
ACH	Internal Revenue Service	Fed Tax Pmt Pay Date: 03/15/21	3/16/2021	28,849.15
ACH	Apple.com	Apple.com	3/22/2021	2.99
ACH	Amazon	Amazon.com	3/23/2021	14.22
ACH	Name.com	Name.com	3/23/2021	53.94
ACH	1-800-Flowers.com	1-800-Flowers.com	3/23/2021	86.64
ACH	Mobile Citizen, LLC	Mobile Citizen, LLC	3/23/2021	480.00
ACH	Home Depot	Home Depot	3/25/2021	37.88
ACH	Home Depot	Home Depot	3/25/2021	197.47
ACH	State Disbursement Unit	Wage Garnishment Pay Date: 03/31/21	3/31/2021	233.00
ACH	Commission on Teacher Credentialing	Comm Teacher Credential	3/31/2021	102.50

Total Payments Issued in March **$ 91,647.22**

TEACH Inc.,
60-Day Compliance Calendar
March 31, 2021

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
FINANCE	Apr-01 or sooner based on Authorizer	Audit Firm Selection - In accordance with Education Code (EC) Section 41020, the governing board of each school shall provide for an audit of the books and accounts of the school. In the event the governing board of a school has not provided for an audit, by selecting an audit firm, by April 1, the County Office of Education, having jurisdiction over the school, shall provide for the audit.	TEACH with Charter Impact support	Yes	No	http://codes.findlaw.com/ca/education-code/edc-sect-41020-2.html
FINANCE	Apr-01	File a Form 700 - Statement of Economic Interests (SEI): 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. Depending on your local authorizer's conflict of interest policies, certain charter school officers and employees may be required to file Statements of Economic Interest with a filing officer by the April 1 deadline.	TEACH with Charter Impact support	Yes	Yes	https://www.fppc.ca.gov/Form700.html
FINANCE	Apr-05	Learning Loss Mitigation Funding Reporting - Cycle 4 - An LEA's allocation for LLMF is comprised of funding from three different sources: Coronavirus Relief (CR) Funds, General Fund (GF), and the Governor's Emergency Education Relief I (GEER I) Fund. LEAs will need to report on the use of funds for each funding source. •CR Funds, Resource Code 3220: Reporting Period December 31, 2020 – March 31, 2021 •GEER I Fund, Resource Code 3215: Reporting Period January 1, 2021 – March 31, 2021 •GF, Resource Code 7420: Reporting Period January 1, 2021 – March 31, 2021 For this reporting cycle, LEAs can make corrections to previous reporting cycles (expenditures from March 1 – December 30, 2020) by making negative adjustments in their Cycle 4 reporting. The expenditures reported in Cycle 4 should reflect funds spent from December 31 – March 31, 2021, and any adjustments from Cycles 1, 2, and 3.	Charter Impact	No	No	https://www3.cde.ca.gov/caresactreporting/
FINANCE	Apr-21	Federal Expenditure Report #2 (Special Education) - Interim financial reporting for actuals through March 31 are due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/

TEACH Inc.,
60-Day Compliance Calendar
March 31, 2021

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
FINANCE	Apr-30	ASES - 3rd Quarter Expenditure Report - The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade (K-9).	Charter Impact or After School Provider	No	No	https://www.cde.ca.gov/ls/ba/as/pgmdescription.asp
FINANCE	Apr-30	Federal Cash Management - Period 4 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by theESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/
FINANCE	May-14	SB 740 Charter School Facility Grant Program applications (Continuing Schools) - The 2021-22 Online Application will be made available April 12, 2021 and will close May 14, 2021 at 5:00 P.M. Late applications will NOT be accepted. 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

TEACH Inc.,
60-Day Compliance Calendar
March 31, 2021

Area	Due Date	Description	Completed By	Board Must Approve	TEACH Signature Needed?	Links and Additional Info
FINANCE	May-17	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 /Audit firm	Yes	No	http://www.publiccounsel.org/useful_materials?id=0025
FINANCE	May-28	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	Charter Impact	No	Yes	https://www.cde.ca.gov/sp/ch/csinfosvy.asp
FINANCE	Apr-30	ASES - 3rd Quarter Expenditure Report - The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade (K-9).	Charter Impact or After School Provider	No	No	https://www.cde.ca.gov/ls/ba/as/pgmdescription.asp

Coversheet

TEACH Tech Charter High School 2020- 2021 Oversight Report

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: C. TEACH Tech Charter High School 2020- 2021 Oversight Report
Purpose: Discuss
Submitted by:
Related Material:
TCHTCHS 7608 Annual Performance-Based Oversight Visit Report 2020-2021 FINAL.pdf

LOS ANGELES UNIFIED SCHOOL DISTRICT
CHARTER SCHOOLS DIVISION

ANNUAL PERFORMANCE-BASED OVERSIGHT VISIT REPORT*
2020-2021 SCHOOL YEAR (REMOTE VERSION)**
FOR

TEACH TECH CHARTER HIGH - 7608
Name and Location Code of Charter School

LAUSD Vision

L.A. Unified will be a progressive global leader in education, providing a dynamic and inspiring learning experience where all students graduate ready for success.

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.

***** Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to matters related to the school's governance, programs, facilities, operations, and/or fiscal management.

**** In light of the COVID-19 outbreak, this oversight report was developed and finalized as part of a remote oversight process. The remote oversight process included the following: review of the Office of Data and Accountability (ODA) data set, review of previous years' oversight reports, review of any tiered intervention notices, discussions with school leaders, and review of documentation placed in an electronic document system.**

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

Charter School Name:	**TEACH Tech Charter High**			**Location Code:**	**7608**
Current Address:		**City:**	**ZIP Code:**	**Phone:**	**Fax:**
10616 S. Western Avenue		**Los Angeles**	**90047**	**(323)872-0707**	**(323)287-0051**
Current Term of Charter:			**LAUSD Board District:**	**LAUSD Local District:**	
July 1, 2019 to June 30, 2024			**1**	**West**	
Number of Students Currently Enrolled:	**Enrollment Capacity Per Charter:**		**Number Above/Below Enrollment Capacity (day of visit):**	**-11**	
429	**440**				
Grades Currently Served	**Grades To Be Served Per Charter:**		**Percent Above/Below Enrollment Capacity (day of visit):**	**-2.50%**	
9-12	**9-12**				
Norm Enrollment Number:		**430**			
Total Number of Staff Members:	**34**	**Certificated:**	**20**	**Classified:**	**17**
Charter School's Leadership Team Members:		**Dr. Monique Woodley, Principal; Michael Ellis, Assistant Principal**			
Charter School's Contact for Special Education:		**Jazmin Haydel, Counselor**			
CSD Assigned Administrator:	**Gina T. Hughes, Ed.D.**		**CSD Fiscal Services Manager:**	**Allan Villamor**	
Other School/CSD Team Members:	**N/A**				
REMOTE Oversight Visit Date(s):	**February 19, 2021**		**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(es) (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
4	2	4	3

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

CHARTER RENEWAL CRITERIA

In accordance with Education Code §§ 47605, 47607, and 47607.2, in order to renew a charter, the District must determine whether the charter school has met the statutory requirements.

REPORT GUIDE

LAUSD's oversight procedures are intended to balance a charter school's autonomy of operation with its accountability to the public. LAUSD utilizes a holistic, performance-based approach to evaluate all charter schools, guided principally by making decisions in the best interest of students. The CSD observes and monitors each charter school in accordance with applicable laws, regulations, LAUSD policy, memoranda of understanding, and the school's operative charter. Information gathered through oversight serves as part of the charter school's ongoing record for the District to make informed decisions about charter school authorization, renewal, material revisions, sharing of promising practices, and if need be, revocation. While LAUSD is responsible to provide oversight of its charter schools and the entities managing charter schools, the primary oversight of each charter school must first and foremost be performed by the charter school's own governing board. The governing board of a charter school has an ongoing responsibility to oversee the operations of its charter school(s), ensuring that every charter school it oversees is providing a high-quality educational program for students enrolled, is successfully fulfilling the terms of their charter, is fiscally sound, and complies with applicable laws, regulations, and court orders. In designing this document, the District has considered California charter school law, as well as the *LAUSD Policy and Procedures for Charter Schools,* 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 positive 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 2020-2021.* 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.

GOVERNANCE	RATING*
Summary of School Performance	**4**

Areas of Demonstrated Strength and/or Progress

- **G1 – Governance Structure and Evaluation of School Leader(s)**: The Governing Board has fully implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school leader(s). Submitted for review was the organizational chart that includes SSC, CMO level, and site level leadership positions; Bylaws dated 11/13/17; current roster of board members board meeting agenda and approved minutes; board minute calendar; evidence was provided that the school conducts its mandated councils (i.e., ELAC and SSC) meetings via Zoom; Evaluation of school leadership included the Assistant Principal, Chief Executive Officer, Principal and Superintendent;

- **G2 – Brown Act:** The Governing Board complies with all material provisions of the Brown Act. The school provided a copy of the training materials used by Young, Minney & Coor, LLP for the "*Understanding the Brown Act*"; also provided was a statement regarding board agenda posting procedures. TEACH Tech High School provides transparency to the governing board meeting activity via *Board on Track*, a web-based platform to assist governing boards to maintain Brown Act compliance. The school's website includes links to TEACH board meeting agendas and minutes are made available to the public.

- **G3 - Due Process:** 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 school's Parent/Student Handbook included a description of the due process afforded to stakeholders via the Uniform Complain Procedures, General Complaint Procedures, and student discipline. TEACH's COO reports that "we (TEACH Public Schools) utilizes outside independent arbitrators where internal arbitrators could have conflicts of interest. These include independent legal counsel & and HR experts."

- **G5 – Data-Informed Decision Making:** The Governing Board regularly monitors school performance and other internal data to inform decision-making. CSD staff observed TEACH Public School's 3/17/21 governing board meeting where school principals provided board members with an update/overview of school performance and operational updates. Principal report was generated by the board, the fiscal report also includes ADA, and other data based upon board request. Documents submitted for review via Dropbox included a confidential monthly board report that includes school enrollment; ADA percentages; technology updates which quantifies number of laptops distributed and hotspots available for student use; NWEA Math, Language, and Reading overall performance percentiles and RIT scores.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

Areas Noted for Further Growth and/or Improvement

- N/A

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

- CSD staff attended the TEACH Public Schools governing board meeting on March 17, 2021 via Zoom. During the meeting (a) shared updates on conversations with CMO's legal counsel regarding proposed affiliation with Public Policy Institute; (b) TEACH board voted in favor of reopening their schools by April 1, 2021; CFO informed board that TEACH Las Vegas was approved on 1/26/2.

NOTE*: *If the CSD gathers or otherwise receives substantial evidence of 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 Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 [including legally required topics] as applicable), including but not limited to those mandated by laws or regulations
- Evaluation of school's executive level leadership (those positions reporting to the Governing Board, as indicated in Element 4, such as Executive Director, Area Superintendent, Principal, etc.)

	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 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 a 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 system for the evaluation of the school leader(s) ☐ The Governing Board has not implemented the organizational structure set forth in approved charter, nor any mandated committees/councils or a system for the evaluation of the school leader(s)	☒ Organizational chart **(B1.1)** ☒ Bylaws **(B1.2)** ☒ Board member roster **(B1.3)** ☒ Board meeting agendas, and minutes **(B1.4)** ☒ Observation of Governing Board meeting ☒ Committee/council calendars, agendas, minutes and sign-ins **(B1.6)** ☒ 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
- Governing Board meetings are held in accordance with the requirements of SB 126

Rubric	Sources of Evidence

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 **(B1.8a)** ☒ Evidence of SB 126 implementation **(B1.8b)** ☒ 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 process
- 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, 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 Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 ☒ *Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021* ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

G5: DATA-INFORMED 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/Learning Continuity Attendance Plan (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 (e.g., approving action plans, resources, evaluation criteria) ☐ The Governing Board monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) ☐ The Governing Board inconsistently monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) ☐ The Governing Board seldom monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.)	☒ Board meeting agendas and minutes with supporting materials and evidence of school performance and other internal data **(B1.4)** ☒ Other evidence of a 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)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 (e.g., inadequate cash flow, financial condition reflecting a downward trend that illustrates significantly deteriorating financial health potentially leading to negative net assets in the current Fiscal Year and/or the following Fiscal Year, etc.), 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 (e.g., inadequate cash flow, financial condition reflecting a downward trend that illustrates significantly deteriorating financial health potentially leading to negative net assets in the current Fiscal Year and/or the following Fiscal Year, etc.) and/or 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 a 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 financial information submitted by the school ☒ Other: (see Fiscal Operations section below)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

G7: In light of COVID-19, the school may be unable to provide certain or all documentation to support transactions that were selected for testing for this indicator. If sufficient fiscal documentation is not available, a score will not be earned for this indicator and it will not impact the overall score for the Governance section.

G7: FISCAL MANAGEMENT AND ACCOUNTABILITY - GOVERNANCE QUALITY INDICATOR #7

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 a 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

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance	**2**
California Department of Education's (CDE) Charter School's Performance Category	Middle Performing

Does the charter school qualify for technical assistance? ☐YES ☒NO
Is the charter school a state-identified school under the Every Student Succeeds Act (ESSA)? ☐YES ☒NO
If yes, what is the school's identification? (See additional information within "Notes" section below)
☐ Comprehensive Support and Improvement (CSI)
☐ Additional Targeted Support and Improvement (ATSI)

Areas of Demonstrated Strength and/or Progress

- **A1- Dashboard Schoolwide ELA Indicator:** The schoolwide Dashboard ELA Indicator color is **Orange**. TTCH's DFS is **-19.7** which is lower the state's -2.5 DFS.

- **A6- Dashboard Schoolwide Suspension Rate Indicator:** The schoolwide Dashboard Suspension Rate Indicator color is **Blue** with 0.0% students suspended at least once, compared to the state's 3.4%. School leader attributes the decline in student suspension rates with the implementation of PBIS, alternate means of discipline, time in training with LACOE, and peer mediation.

- **A7 – Dashboard Schoolwide Graduation Rate** (Grades 9 -12 only); The schoolwide Dashboard Graduation Rate Indicator color is **Green**, where 90.0% of TTCH's students graduated compared to the state's 85.9%.

- **A8 – Dashboard Subgroup ELA:** All numerically significant subgroups (Latino and Socioeconomically Disadvantaged) have "Status/Distance From Standard (DFS)" scores above the statewide averages: Latino's DFS was -4.6, compared to the state's DFS was -26.6; Socioeconomically Disadvantaged's DFS was -10.5 compared to the state's DFS -10.5.

Areas Noted for Further Growth and/or Improvement

- **A2- Dashboard Schoolwide Math Indicator:** The schoolwide Dashboard Math Indicator color is **Red**. TTCH's DFS is **-120.3** which is lower than the state's -33.5 DFS. The school submitted detailed plans to improve the overall math performance of students by the following actions: (a) restructured math department to include math support in 9th and 10th grade; (b) implemented math department chairperson to support new math team; (c) weekly lesson plan reviews, classroom observations and digiCoach reviews; (d) provide students with IEPs with extra assistance via push-in/pull-out sessions; and (e) share NWEA growth with parents for reflection and review.

- **A4- Dashboard Schoolwide College/Career Indicator (CCI):** The schoolwide Dashboard CCI color is Orange, where 32.8% of TTCH's students are "prepared, compared to the state's 44.1%. The school leader attributes the CCI performance indicator rating to "SBAC scores in Math and

English have played a large part in this data point." To make improvements the leadership team will (a) manage the senior caseload; (b) meet with parents quarterly to discuss senior on track status for graduation; and (c) provide students with Apex course to recover any needed credits.

- **A9 – Dashboard Subgroup Math:** None of the school's numerically significant subgroups (Latino and Socioeconomically Disadvantaged) have "Status/DFS" scores above the statewide averages. Latino's DFS was **-102.6** compared to the state's -62.2 DFS; Socioeconomically Disadvantaged -113.4 DFS compared to the state's **-63.7**. **See A2** for school's plan for improvement in this performance indicator.

- **A10 – Dashboard Subgroup College/Career Indicator** (CCI) (Grades 9 -12 only): Less than a majority of the numerically significant subgroups percentage of prepared students are above the statewide averages. Latino's 43.6% compared to the states 36.1%; Socioeconomically Disadvantaged's 31.7% compared to the state's 35.8%. **See A4** for school's plan for improvement for this performance indicator.

- **A11 – English Learner Reclassification:** The school reclassifies English Learners at a rate of 7.5%, lower than the state average of 13.8%. School leaders noted that 18% of ELs scored proficient on ELPAC, yet they struggled with ELA; leaders concluded that must close comprehension gaps, to achieve this the school purchased iLiterture to be used during designated support class for English Learners. The school leaders are now focusing on teacher planning with ELs in mind, utilizing turn and talk strategies, effective use of instructional aide that push into classes with high percentage of ELs.

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

- **A3- Dashboard Schoolwide English Learner Progress Indicator (ELPI):** The schoolwide Dashboard ELPI Indicator has No Color and therefore is N/A.
- **A5- Dashboard Schoolwide Chronic Absenteeism Indicator** – N/A to High School

TEACH Public Schools uses the LAUSD Master Plan whose reclassification criteria is as follows:

- Summative ELPAC by achieving an overall performance Level 4
- Teacher Evaluation with a grade of C or better in English or an LTEL course
- Basic Skills Assessment: Score of Basic, Proficient or Advanced on the Reading Inventory (RI) assessment score or Standard Met or Standard Exceeded on the English Language Arts Smarter Balanced Assessment (Grades 11 only)
- Parent Opinion and Consultation- via the Notification of Reclassification letter.

NOTE: A charter school cannot receive a rating in this category greater than a 1 if the school has been identified as a "low-performing" charter school based on the state's published annual list.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

A1: DASHBOARD SCHOOLWIDE ELA INDICATOR - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #1

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide ELA data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide Dashboard ELA Indicator color is blue ☐ The schoolwide Dashboard ELA Indicator color is green ☐ The schoolwide Dashboard ELA Indicator color is yellow ☒ The schoolwide Dashboard ELA Indicator color is either red or orange ☐ N/A - No color assigned for the ELA Indicator on the Dashboard	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A2: DASHBOARD SCHOOLWIDE MATH INDICATOR - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #2

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Math data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide Dashboard Math Indicator color is blue ☐ The schoolwide Dashboard Math Indicator color is green ☐ The schoolwide Dashboard Math Indicator color is yellow ☒ The schoolwide Dashboard Math Indicator color is either red or orange ☐ N/A - No color assigned for the Math Indicator on the Dashboard	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A3: DASHBOARD SCHOOLWIDE ENGLISH LEARNER PROGRESS INDICATOR (ELPI) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #3

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide ELPI data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide Dashboard ELPI color is blue ☐ The schoolwide Dashboard ELPI color is green ☐ The schoolwide Dashboard ELPI color is yellow ☐ The schoolwide Dashboard ELPI color is either red or orange ☒ N/A - No color assigned for the ELPI on the Dashboard	☐ California School Dashboard Report (CDE) ☐ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ ELPAC Criterion reports (CDE) **(B2.3)** ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

A4: DASHBOARD SCHOOLWIDE COLLEGE/CAREER INDICATOR (CCI) - **(GRADES 9-12)** - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #4

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide CCI data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide Dashboard CCI color is blue ☐ The schoolwide Dashboard CCI color is green ☐ The schoolwide Dashboard CCI color is yellow ☒ The schoolwide Dashboard CCI color is either red or orange ☐ N/A - No color assigned for the CCI on the Dashboard ☐ N/A - CCI is not applicable for the grade levels assigned at the charter school	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A5: DASHBOARD SCHOOLWIDE CHRONIC ABSENTEEISM INDICATOR - **(GRADES K-8)** - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #5

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Chronic Absenteeism Indicator data (CDE)

	Rubric	Sources of Evidence
Performance	☐ The schoolwide Dashboard Chronic Absenteeism Indicator color is blue ☐ The schoolwide Dashboard Chronic Absenteeism Indicator color is green ☐ The schoolwide Dashboard Chronic Absenteeism Indicator color is yellow ☐ The schoolwide Dashboard Chronic Absenteeism Indicator color is either red or orange ☐ N/A - No color assigned for the Chronic Absenteeism Indicator on the Dashboard ☒ N/A - The Chronic Absenteeism Indicator is not applicable for the grade levels assigned at the charter school	☐ California School Dashboard Report (CDE) ☐ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A6: DASHBOARD SCHOOLWIDE SUSPENSION RATE INDICATOR - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #6

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Suspension Rate Indicator data (CDE)

Rubric	Sources of Evidence

Performance	☒ The schoolwide Dashboard Suspension Rate Indicator color is blue ☐ The schoolwide Dashboard Suspension Rate Indicator color is green ☐ The schoolwide Dashboard Suspension Rate Indicator color is yellow ☐ The schoolwide Dashboard Suspension Rate Indicator color is either red or orange ☐ N/A - No color assigned for the Suspension Rate Indicator on the Dashboard	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A7: DASHBOARD SCHOOLWIDE GRADUATION RATE INDICATOR - (GRADES 9-12) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #7

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Graduation Rate Indicator data (CDE)

	Rubric	**Sources of Evidence**
Performance	☐ The schoolwide Dashboard Graduation Rate Indicator color is blue ☒ The schoolwide Dashboard Graduation Rate Indicator color is green ☐ The schoolwide Dashboard Graduation Rate Indicator color is yellow ☐ The schoolwide Dashboard Graduation Rate Indicator color is either red or orange ☐ N/A - No color assigned for the Graduation Rate Indicator on the Dashboard ☐ N/A - Graduation Rate Indicator is not applicable for the grade levels assigned at the charter school	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Provide Graduation Requirements **(Additional info within "Notes" section above) (B2.5)** ☐ Other: (Specify)

A8: DASHBOARD SUBGROUP ELA - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #8

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all numerically significant subgroups (30 or more students) on the California School Dashboard ELA (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)

Rubric	**Sources of Evidence**

Performance	☒ All numerically significant subgroups have "Status/Distance From Standard (DFS)" scores above the statewide averages ☐ The majority of numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ Less than a majority of the numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ None of the school's numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ N/A - No assessment of performance for this indicator	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A9: DASHBOARD SUBGROUP MATH - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #9

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all numerically significant subgroups (30 or more students) on the California School Dashboard Math (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)

Rubric		Sources of Evidence
Performance	☐ All numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ The majority of numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ Less than a majority of the numerically significant subgroups have "Status/DFS" scores above the statewide averages ☒ None of the school's numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ N/A - No assessment of performance for this indicator	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A10: DASHBOARD SUBGROUP COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #10

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all numerically significant subgroups (30 or more students) on the California School Dashboard CCI (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)

Rubric	Sources of Evidence

Performance	☐ All numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ The majority of numerically significant subgroups have "Status/DFS" scores above the statewide averages ☒ Less than a majority of the numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ None of the school's numerically significant subgroups have "Status/DFS" scores above the statewide averages ☐ N/A - No assessment of performance for this indicator ☐ N/A - CCI is not applicable for the grade levels assigned at the charter school	☒ California School Dashboard Report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ Other: (Specify)

A11: ENGLISH LEARNER RECLASSIFICATION - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #11

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- English Learner reclassification rate for 2019-2020 (CDE)

	Rubric	**Sources of Evidence**
Performance	☐ The school reclassifies English Learners at a rate higher than the state average ☐ The school reclassifies English Learners at a rate similar to the state average ☒ The school reclassifies English Learners at a rate lower than the state average ☐ The school did not reclassify any of its English Learners ☐ N/A - The school did not have any English Learners ☐ N/A - No assessment of performance for this indicator	☐ Reclassification report (CDE) ☒ Review of LAUSD Office of Data & Accountability's Data Set **(B2.1)** ☐ ELPAC Criterion reports (CDE) **(B2.3)** ☒ Reclassification Criteria for all applicable grade levels **(Additional info within "Notes" section above) (B2.4)** ☒ Rate of "**At Risk**" ELs in comparison to the state average ☐ Higher ☐ Same ☒ Lower **(Additional info within "Notes" section above) (B2.4)** ☒ Rate of "**LTELs**" in comparison to the state average ☒ Higher ☐ Same ☐ Lower **(Additional info within "Notes" section above) (B2.4)**

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

***INDICATOR A12 IS APPLICABLE TO NEW CHARTER SCHOOLS WHICH DO NOT HAVE CAASPP (SBAC)/DASHBOARD SCORES AND ALL CHARTER SCHOOLS**

Due to COVID-19, the school may be unable to provide accurate data for this indicator. If no data is available, a score will not be earned for this indicator and it will not impact the overall score for the Student Achievement and Educational Performance section.

A12: VERIFIED DATA/INTERNAL ASSESSMENTS (ALL Grades and New Charter Schools) -** STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #12

The school demonstrates student academic achievement, including progress towards closing the achievement gap, for ALL grades or as a new school with no CAASPP (SBAC) data as measured by:

- The school's "Verified Data"/Internal Assessments (with analysis of results based on the four bullets below) schoolwide, by subgroups, and grade-levels in ELA and Math
- Other academic achievement data gathered or produced by the school, such as Advanced Placement examination participation and passage rates, A-G requirements progress and "strong postsecondary outcome" data (completion rates, high school graduation rates, and college acceptance rates) equal to similar peers

AB1505 "Verified Data" questions:

1. Explain how the data submitted is data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced.
2. Describe how the data submitted shows "one year's progress" as growth in achievement in ELA and Math from one academic year to the next.
3. Explain how the data submitted shows that the charter school demonstrates either the same or higher growth levels as schools serving similar student populations, for each year of the charter school's current term of the charter.
4. Explain how the data submitted demonstrates strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates, equal to similar peers, at the time of the submission of the renewal petition.

****NOTE: Indicator A12 Verified Data/Internal Assessments: At this time, a school's submission of verified data will serve for informational purposes (i.e., instructional areas of focus). Considering the recent adoption of verified data sources by the State Board of Education, as well as potential regulations related to verified data, a school's submission of during this 2020-2021 oversight visit will not receive a score in the *Student Achievement and Educational Performance* rating. For schools scheduled for renewal in the 2021-2022 fiscal year, the District will consider applicable verified data the school elects to submit as part the school's scheduled renewal submission, and aligned to State guidance. If a charter school up for a renewal in 2021-2022 chooses to submit verified data/internal assessments as part of their virtual oversight visit, the information provided will not constitute what may be requested as part of the *Renewal Application* submission. Applicable updates by the State will inform further updates related to verified data.**

	Rubric	Sources of Evidence
Performance	☐ The school has demonstrated accomplished levels of student achievement and progress as measured by "Verified Data"/Internal Assessments that are regularly monitored and	☐ "Verified Data"/Internal Assessment Data and other relevant information **(B2.6)** ☐ Other: (Specify)

	analyzed and that reflect "at least one year's progress" in student achievement in ELA and Math for all of the school's numerically significant subgroups in all grade-levels ☐ The school has demonstrated proficient levels of student achievement and progress as measured by "Verified Data"/Internal Assessments that are regularly monitored and analyzed and that reflect "at least one year's growth" in student achievement in ELA and Math for the majority of the school's numerically significant subgroups and grade-levels. ☐ The school has demonstrated developing levels of student achievement and progress as measured by "Verified Data"/Internal assessments that are regularly monitored and analyzed and that reflect "at least one year's growth" in student achievement in ELA and Math for less than a majority of the school's numerically significant subgroups and grade-levels ☐ The school has demonstrated unsatisfactory levels of student achievement and progress as measured by "Verified Data"/Internal assessments and that reflect no growth or a decline in student achievement in ELA and Math for the majority of the school's numerically significant subgroups and grade-levels, or the school has not collected and/or analyzed and monitored internal assessment or other academic achievement data; or did not provide "verified data". ☒ N/A - No assessment of performance for this indicator.	

Progress on LAUSD Board of Education and/or MOU Benchmarks related to STUDENT ACHIEVEMENT (if applicable):
N/A

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

LEARNING CONTINUITY AND ATTENDANCE PLAN 2020-2021 (For Informational Purposes Only)

The CSD reviewed the Learning Continuity and Attendance Plan.

All requested template information and descriptions were provided:	**Sources of Evidence**
☒ General Information ☒ Stakeholder Engagement ☒ In-Person Instructional Offerings Actions Related to In-Person Instructional Offerings ☒ Distance Learning Program which includes: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, Supports for Pupils with Unique Needs, Actions Related to the Distance Learning Program ☒ Pupil Learning Loss Pupil Learning Loss Strategies, Effectiveness of Implemented Pupil Learning Loss Strategies, Actions to Address Pupil Learning Loss ☒ Mental Health and Social Emotional Well-Being ☒ Pupil and Family Engagement and Outreach ☒ Additional Actions to Implement the Learning Continuity Plan ☒ Increased or Improved Services for Foster Youth, English Learners and Low-Income Students	☒ Learning Continuity Plan **(B2.7)** ☐ Board Agenda and Minutes **(B2.7)**

Notes:

N/A

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	**4**

Areas of Demonstrated Strength and/or Progress

- **O1 – School Safety and Operations:** 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. Materials submitted via Dropbox and reviewed included SB187 Compliant Comprehensive School Safety Plan adopted July 2020; list of emergency contact numbers and email address for persons identified on the Incident Command Chart; the school's visitors policy; calendar of scheduled earthquake, fire, lock down/shelter in place; and active shooter drills as well as a PowerPoint presentation on drill instructions; roster of staff that completed Child Abuse Mandated Reporting and Blood borne pathogens; and copy of the school's Suicide Prevention Policy.

- **O2 – Health and Safety:** 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. (a) Evidence of a COO for the property at 10616 S. Western; (b) student's school identification card, that includes suicide hotline numbers on the back of the card; (d) the school provided a picture of two EPI Pen boxes both with an expiration date of 11/2021; the school identified three persons received training on the use of Epi-Pen for the 20/21 school year; (f) submitted picture of an AED; (e) school provided a "2020-2021 Alternative Income Form" and Parent Square communication which outlines how students have access to meals in compliance with AB1871.

- **O3 – Standards Based Instruction:** The school has fully-implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS and CA NGSS. School organized its SBI in content specific folders (i.e., English, History, Math, PEEL, and Science); folders included a blank template of a *Collaboration Log* which specifies the type of collaboration, a meeting focus, and next steps. Department meetings are organized around the *Collaboration Log.* Materials submitted for review via DropBox included teachers' Distance Learning Weekly Overview which outlines content standards, 3-part objections (conditions, behavior, criteria); assessments; focus questions; checks for understanding; writing; cultural real-world connections. School leader also provided list of UC Doorways approved courses for the 2020/2021 SY; and WASC summary report which affirms "the rigor of AP classes helps TTCHS remain competitive with the surrounding communities."

- **O4 – Meeting the Needs of All Students; Subgroup Data Analysis-** 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. Evidence of their system for assessing and monitoring the needs of all student subgroups. CSD staff reviewed class rosters of math and ELA NWEA student performance which requires teachers to highlight ELs, SPED, and those that are in both subgroups. Teachers must then describe how instruction will be differentiated to meet their needs of the targeted groups as well as high performing students. Also reviewed "student period by period academic grades tracking form which is used for a reflective conversation for students that asks (a) what implications for learning is

evidenced by their grades' (2) what supports are needed to help you succeed in classes with low grades; (3) what are their academic goals moving forward; ELD course syllabus; Distant Learning lesson plans with differentiation methods and strategies; subgroups smart goal data analysis, etc..

- **O6 – Special Education:** 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. On the day of the visit CSD staff reviewed Welligent reports SER 300, IEP 200, and List of Active Staff with Access. The school's leader provided an updated list of active users that included 15 persons requiring removal. Two cases of SPED Services identified as past due were the result of the service providers contracting COVID virus and unable to provide serves as required. LAUSD's COP assigned administrator reports that (a) the school successfully completed their corrective actions noted in their 19/20 DVR; (b) one of the RSTs is doing an excellent job of documenting attempts and communications in the meeting tab; and (c) 8.8% of service records are in Tier 4-5; and 73% of service records are in Tier 1.

- **O7 – School Climate and Student Discipline:** The school has a highly developed school climate and student discipline system in place that is aligned with the principals of the Discipline Foundation Policy and School Climate Bill of Rights. The school's 2019/2020 suspension rate is 0%, assigned color of Blue which is higher than the state's rate 3.4%, and Yellow color was assigned. Materials provided were (a) evidence of conducting SSPT meetings, (b) "Way to Go Wednesdays" intending to highlight one of the school's values/character pillars; (c) list of clubs that are still offered, sponsoring teacher, zoom link to participate; bullying policy; monitoring of students synchronous attendance and asynchronous work submission.

- **O8 – Professional Development:** The school has implemented a professional development plan for teachers and other staff that supports instructional practice, targets identified needs, and aligns with the education progr4am set forth in the charter. Professional Development topics included Instruction for English Leaners; Subgroups EL, SPED, and 504 PBL Google Form (Data Collection); Differentiation of Learning; Standards Based Grading; WASC Accreditation; Project Based Learning; PBIS in a virtual environment; Self-Care Group for Grades 9-12.

- **O9 – Stakeholder Communication and Involvement:** The school has a well-developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns. CSD staff reviewed materials in Dropbox which included document dated 2/1/21 inviting parents to a zoom meeting on AB1104 and AB2022; notification to parents entitled "Annual Notice to Parents of Transferability of Course Credit" dated 1/28/21; ELAC Zoom meeting held on 9/17/20; copy of electronic weekly updates; copy of Title 1 Parent and Family Engagement Policy; SSC Zoom meeting invitation.

- **O10 – Transparency for Stakeholders (check website)-** The school has a highly developed system to share information with stakeholders, that is easily accessible via its documents available both manually, electronically and on its website. The school's website included upcoming events and other important information pertaining to school operations; Board on Track, a web-based platform used to assist governing boards remain Brown Act compliant. The ***Board on Track*** link is easily accessible and has the list of scheduled board meetings for the 20/21SY. The school's website includes access to the following: approved charter; LCAP, Title IX contact; Suicide Prevention Policy; General Complaint Procedures; and UCP Complaint procedures.

- **O11 – Evaluation of School Staff:** The school has a well-developed system in place for the evaluation of school staff designed to ensure that the school's education program yields high student achievement and complies with all applicable legal requirements. The school posted the 2015/16 College Ready Leadership Framework as the evaluation tool used for the principal and assistant principal. The evaluation is scored on 1-4 scale to measure their strategic leadership, instructional leadership, school culture leadership, human resource leadership, stakeholder leadership, managerial leadership; teacher evaluation is scored as met/not met on each of the California Standards for the Teaching Profession and each element within each standard, and a rubric was provided measure teacher practice to determine if standard was met/or not met. Classified employees have a two-page evaluation which is scored on a 5-point scale which measures quality and quantity of work, initiative, accepts responsibility, and rapport with others. The school leader adds that with distance learning digiCOACH Remote Learning Rubric was a new platform for all teachers to measure their effectiveness in the new modality The digiCOACH Remote Learning Rubric is a researched rubric for online teaching practices and are influenced by organizations like CUE and ISTE, as well as the standards available in the National Standards for Quality Online Learning.

- **O12 – Clearances and Credentialing Compliance:** The school implemented and monitors systems and procedures that maintain substantial compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements.

Areas Noted for Further Growth and/or Improvement

- N/A

Corrective Action Required

- None noted that require immediate action to remedy concerns indicated in this report.

Notes:

- None.

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 and sole proprietor (as defined on the Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021) 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 adheres and 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
- AB 1767, requires the governing board or body of a local education agency (LEA) that serves pupils in kindergarten and grades 1 to 6, inclusive, to adopt, and update as prescribed, a policy on pupil suicide prevention that specifically addresses the needs of high-risk groups
- 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 **(B3.1b)** ☐ Evidence of AB 1767 implementation (grades K-6) **(B3.1g)** ☒ Evidence of AB 2246 implementation (grades 7-12) **(B3.1f)** ☒ Child abuse mandated reporter training documentation **(B3.1d and B3A.4)** ☒ Bloodborne pathogens training documentation **(B3.1e and B3A.4)** ☒ *Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021* ("ESSA Grid") **(B3A.1)** ☒ **Virtual classroom observation** ☒ Visitor's Policy **(B3.1a)** ☐ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 (vision screenings upon school entry and every third year thereafter through grade 8 and hearing screenings are mandated in kindergarten/first grade and in second, fifth, eighth, tenth/eleventh grade and upon first school entry)
- 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, per applicable law
- Per AB 1871, charter schools are required to provide needy students with one nutritionally adequate free or reduced priced meal each day
- Per AB 2009, any charter school that offers an interscholastic athletic program is required to have at least one automated external defibrillator (AED)
- Per SB 972, student ID cards for schools serving grades 7-12 have the phone number of the National Suicide Prevention Lifeline printed on at least one side

	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)** ☒ Evidence of Epi-pen **(B3.2c)** ☒ AED (schools with an interscholastic athletic program) **(B3.2e)** ☒ Evidence of SB 972 **(B3.2f)** ☐ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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), and the California Next Generation Science Standards (CA NGSS) that are applicable to the grade levels served
- 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
Performance	☒ The school has fully-implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS ☐ The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS ☐ The school has partially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS ☐ 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 & CA NGSS	☒ 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 **(B3.3e)** ☐ Evidence of implementation of Transitional Kindergarten **(B3.3i)** ☒ Professional development documentation **(B3.4b)** ☒ **Virtual classroom observation** ☒ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 standards-based 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/Learning Continuity and Attendance Plan **(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 **(B3.3j)** ☐ Implementation of the school's English Learner Master Plan **(B3.3j)** ☐ Evidence of implementation of a data analysis system **(B2.1 and B2.6)** ☐ School Internal Assessment Data Report, or equivalent **(B2.6)** ☐ **Virtual Classroom observation** ☐ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 in alignment with the school's charter **(B3.3k)** ☒ **Virtual classroom observation** ☐ Discussion with school leadership ☐ Other: (Specify)

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
- Provides special education training for staff
- 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 ☒ 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 ☐ 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 ☐ 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	☒ 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 documentation, including from the Division of Special Education **(B3.4a)** ☒ **Virtual classroom observation** ☒ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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
- Per AB 2291, adopt procedures for preventing acts of bullying, including cyberbullying

	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)** ☒ Review of LAUSD Office of Data & Accountability's Data Set for suspension, expulsion, and disproportionality **(B2.1)** ☒ Suspension rates, and disproportionality rates ☐ Evidence of implementation of AB 2291 **(B3.4c)** ☐ ~~Interview of stakeholders~~ ☐ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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, teachers, pupils 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 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/Learning Continuity and Attendance Plan
- Per SB 1104, schools that maintain any of grades 6-12, inclusive, identify and implement the most appropriate methods of informing parents and guardians of pupils in those grades of human trafficking prevention resources

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

	Rubric	Sources of Evidence
Performance	☐ 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 ☐ 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	☒ Parent-Student Handbook **(B1.10)** ☒ LCAP **(B3.3b)** ☐ Evidence of stakeholder consultation **(B3.4d)** ☐ Evidence of parent/stakeholder involvement and engagement **(B3.4d)** ☒ Evidence of sharing accessible and relevant information about individual student and schoolwide academic progress and performance with all stakeholders as appropriate **(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)** ☒ Evidence of communication to parents and other stakeholders of complaint resolution process(es) **(B3.4d)** ☐ Evidence of informing parents/guardians of human trafficking prevention resources (grades 6-12) **(B3.4d)** ☐ ~~Interview of stakeholders~~ ☐ Discussion with school leadership ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

O10: TRANSPARENCY FOR STAKEHOLDERS- 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, and is presented in English and applicable languages as required by law
- 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
- Per AB 2022, notification requirements to pupils and parents or guardians of pupils on how to initiate access to available pupil mental health services on campus, in the community, or both no less than twice during the school year
- Per AB 34, ensure that specified information on bullying and harassment prevention is readily accessible in a prominent location on the LEA's existing website in a manner that is easily accesisble to parents or guardians of pupils (Gr. K-6)**

**required on website

	Rubric	Sources of Evidence
Performance	☒ The school has a highly developed 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 system to share information with stakeholders via its documents available both manually, electronically and on its website ☐ The school has a partially developed system to share information with stakeholders via its documents available manually/electronically or on its website ☐ The school has a minimally developed 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: • UCP Procedure and Forms • Complaint Forms • SB 1375 Information • AB 2246 (grades 7-12) • LCAP • Financial Audit • Student Demographics • Student Achievement Information ☒ Evidence of implementation of AB 2022 **(B3.4e)** ☒ Evidence of implementation of AB 34 **(B3.4e)** ☐ Other: (Specify)

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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	☒ Documentation related to a system for evaluation of school-based faculty, staff, and administrator(s) **(B3.4f)** ☐ Discussion with school leadership ☐ Other: (Specify)

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
- Individuals employed in a teaching position during the 2019–20 school year are on track to obtain the appropriate certificate, permit, or other document for their certificated assignment no later than July 1, 2025 (Ed. Code, § 47605.4(a).)
- The school has identified its CalSASS charter user(s) to complete the CTC training, and review related information in order to provide ongoing monitoring and responses to any exceptions (possible misassignments) identified by the CTC.
- 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

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 2020-2021* form ("ESSA Grid") **(B3A.1a)** ☒ Staff rosters and school master schedule (**B3A.1b and B3A.1c)** ☒ Custodian(s) of Records documentation **(B3A.1d)** ☒ Criminal Background Clearance Certifications **(B3A.2a and B3A.3a)** ☒ Teaching credential/authorization documentation **(B3A.2b)** ☒ 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):

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

7608	2017-2018					2018-2019					2019-2020				
TEACH Tech Charter High	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		13,399	76,571	0	(27,268)		0	309,243	44,260	44,260		596,922	396,105	1,063,645	1,063,645
Current Assets		513,086	509,745	571,906	544,638		0	1,083,592	896,784	962,264		1,511,078	1,339,968	1,721,454	1,719,151
Fixed and Other Assets		57,782	59,932	59,718	59,720		0	78,276	143,385	143,384		106,418	141,521	122,788	122,788
Total Assets		570,867	569,677	631,624	604,358		0	1,161,868	1,040,169	1,105,648		1,617,496	1,481,489	1,844,242	1,841,939
Deferred Outflow		0	0	0	0		0	0	0	0		0	0	0	0
Current Liabilities		142,732	145,575	257,722	230,455		0	107,606	99,676	176,990		75,646	69,995	129,024	128,940
Other Long Term Liabilities		139,545	207,249	387,649	387,649		0	654,291	662,913	662,914		899,492	18,969	0	0
Unfunded OPEB Liabilities/Deferred Inflow		0	0	0	0		0	0	0	0		0	0	0	0
Total Liabilities		282,277	352,824	645,371	618,104		0	761,897	762,589	839,904		975,138	88,964	129,024	128,940
Net Assets		288,591	**216,853**	**(13,747)**	**(13,746)**		**470,541**	**399,971**	**277,580**	**265,744**		**642,358**	**1,392,525**	**1,715,218**	**1,712,999**
Total Revenues	4,235,854	4,172,106	3,973,616	3,915,600	3,915,600	5,385,627	5,640,942	5,349,454	5,244,253	5,265,767	6,502,682	6,401,191	6,059,791	5,928,050	5,917,600
Total Expenditures	3,790,120	4,071,407	3,944,657	4,117,239	4,117,240	4,385,685	5,156,654	4,935,736	4,952,926	4,986,277	6,034,940	6,036,413	4,933,010	4,478,576	4,470,345
Net Income / (Loss)	445,734	100,699	28,959	(201,639)	(201,640)	999,942	484,288	413,718	291,327	279,490	467,742	364,778	1,126,781	1,449,474	1,447,255
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	445,734	100,699	28,959	(201,639)	(201,640)	999,942	484,288	413,718	291,327	279,490	467,742	364,778	1,126,781	1,449,474	1,447,255
Net Assets, Beginning	172,148	193,594	193,594	187,892	187,894	120,428	(13,747)	(13,747)	(13,747)	(13,746)	399,971	277,580	277,580	277,580	265,744
Adj. for restatement / Prior Yr Adj	0	(5,702)	(5,700)	0	0	0	0	0	0	0	0	0	(11,836)	(11,836)	0
Net Assets, Beginning, Adjusted	172,148	187,892	187,894	187,892	187,894	120,428	(13,747)	(13,747)	(13,747)	(13,746)	399,971	277,580	265,744	265,744	265,744
Net Assets, End	**617,882**	**288,591**	**216,853**	**(13,747)**	**(13,746)**	**1,120,370**	**470,541**	**399,971**	**277,580**	**265,744**	**867,713**	**642,358**	**1,392,525**	**1,715,218**	**1,712,999**

7608	Audited Financials					2020-2021				
TEACH Tech Charter High	2016-17	2017-18	2018-19	2019-20	2020-21	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials
Cash and Cash Equivalents	23,045	(27,268)	44,260	1,063,645	0		708,022	0	0	0
Current Assets	387,063	544,638	962,264	1,719,151	0		3,203,297	0	0	0
Fixed and Other Assets	57,762	59,720	143,384	122,788	0		78,711	0	0	0
Total Assets	**444,825**	**604,358**	**1,105,648**	**1,841,939**	**0**		3,282,008	0	0	0
Deferred Outflow	0	0	0	0	0		0	0	0	0
Current Liabilities	256,931	230,455	176,990	128,940	0		170,460	0	0	0
Other Long Term Liabilities	0	387,649	662,914	0	0		0	0	0	0
Unfunded OPEB Liabilities/Deferred Inflow	0	0	0	0	0		0	0	0	0
Total Liabilities	256,931	618,104	839,904	128,940	0		170,460	0	0	0
Net Assets	**187,894**	**(13,746)**	**265,744**	**1,712,999**	**0**		**3,111,548**	**0**	**0**	**0**
Total Revenues	3,140,387	3,915,600	5,265,767	5,917,600	0	6,184,978	7,137,576	0	0	0
Total Expenditures	3,172,631	4,117,240	4,986,277	4,470,345	0	5,541,477	5,741,246	0	0	0
Net Income / (Loss)	(32,244)	(201,640)	279,490	1,447,255	0	643,501	1,396,330	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	**(32,244)**	**(201,640)**	**279,490**	**1,447,255**	**0**	**643,501**	**1,396,330**	**0**	**0**	**0**
Net Assets, Beginning	220,138	187,894	(13,746)	265,744	0	1,392,525	1,715,218	0	0	0
Adj. for restatement / Prior Yr Adj	0	0	0	0	0	355,275	0	0	0	0
Net Assets, Beginning, Adjusted	220,138	187,894	(13,746)	265,744	0	1,747,800	1,715,218	0	0	0
Net Assets, End	**187,894**	**(13,746)**	**265,744**	**1,712,999**	**0**	**2,391,301**	**3,111,548**	**0**	**0**	**0**

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

FISCAL OPERATIONS	RATING
You have been assessed by the Fiscal Oversight team and you are receiving the rating of 3, *Proficient*. **Other circumstances and information could influence the rating and are noted in this evaluation.**	**3**

TEACH Tech Charter High's fiscal condition is positive and has been upward trending since the 2017-2018 Fiscal Year. According to the 2019-2020 independent audit report, the school had positive net assets of $1,712,999 and net income of $1,447,255. The 2020-2021 First Interim projected positive net assets of $3,109,329 and net income of $1,396,330.

According to TEACH Public Schools, Inc.'s (TEACH) independent audit report dated June 30, 2020, TEACH Tech Charter High is one of three schools operated by TEACH Public Schools, Inc., all of which are currently authorized by the Los Angeles Unified School District (LAUSD). TEACH Public Schools, Inc., its related entities, and its charter schools reported positive net assets of $4,308,155 and net income of $1,792,997. TEACH Public Schools, Inc., without its related entities and its charter schools, reported positive net assets of $42,262, and a net loss of ($19,935). The net loss is primarily due to a settlement on a lease litigation matter for its related entity, Cunningham and Morris, LLC. According to TEACH Public Schools, Inc., TEACH Tech Charter High pays annual management fees of 9.5% 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 each school that TEACH Public Schools, Inc. operates.

Areas of Demonstrated Strength and/or Progress:

1. The school's fiscal condition is positive.

	2016-2017 (Audited Actuals)	2017-2018 (Audited Actuals)	2018-2019 (Audited Actuals)	2019-2020 (Audited Actuals)	2020-2021 (First Interim)
Net Assets	$187,894	($13,746)	$265,744	$1,712,999	$3,109,329
Net Income/Loss	($32,244)*	($201,640)**	$279,490	$1,447,255	$1,396,330
Transfers In/Out	$0	$0	$0	$0	$0

Prior Year Adjustment(s)	$0	$0	$0	$0	$0

* The net loss reported in Fiscal Year 2016-2017 was primarily attributed to lower than expected enrollment/ADA and an increase in facility costs.

** The net loss reported in Fiscal Year 2017-2018 was primarily due to significant additional facilities costs incurred by the school as the result of the school's mid-year relocation.

Areas Noted for Further Growth and/or Improvement:

Through conducting fiscal oversight and analyzing the data below, the 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 that are school-specific, such as the fiscal condition, are reviewed separately for each TEACH Public Schools, Inc. charter school.

1. **Checks Outstanding for Over 180 Days (Recurring Issue):**
   Based on the CSD's review and analysis of a sample of bank reconciliation reports prepared by Charter Impact (the school's back office services provider firm), the CSD noted two checks, drawn on the school's imprest account ending in X7876, that, as of October 31, 2020, had been outstanding for over 180 days. Details regarding these checks are summarized below. This issue was also referenced in the school's 2018-2019 and 2019-2020 Annual Performance-Based Oversight Visit Reports.

Item #	Check #	Check Issuance Date	Payee	Check Amount	Number of Days Check Outstanding (As of 10/31/2020)	Transaction Description
1	1078	6/13/2019	Commission on Teacher Credentialing	$100.00	506	Application fee for credentialing program
2	1079	6/13/2019	Commission on Teacher Credentialing	$100.00	506	Application fee for credentialing program

Page 11 of TEACH's Fiscal Policies & Procedures states:
"1. Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Checks will be valid for 6 months, however any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system."

Per TEACH, these checks were voided at the TEACH CMO (Charter Management Organization) office because the teacher credentialing applications accompanying these checks were never filed with LACOE. TEACH failed to notify Charter Impact that these checks were voided, and therefore, were not deleted from the accounting system. TEACH advised the CSD that it would conduct a weekly review of the check register and outstanding check report provided by Charter Impact and take necessary actions, as needed, such as voiding and deleting of non-valid outstanding checks from the accounting system.

The CSD recommends that the school strictly adhere to its governing board-approved fiscal policies and procedures pertaining to the timely review and resolution of outstanding checks.

2. **Untimely Employee Reimbursement Submissions:**
Based on the CSD's review of a sample of 30 checks/electronic transactions and supporting documents provided by TEACH, the CSD noted one employee reimbursement which lacked timely submission. (Check #10369, in the amount of $113.45, dated 10/2/2020 and payable to "a school employee" for expenses incurred on 2/3/2020.)

Page 16 of TEACH's Fiscal Policies & Procedures states: "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/Chief Executive Officer, Superintendent or Chief Operating Officer/Chief Financial Officer. Expenses greater than two months old will not be reimbursed."

Per TEACH, The expense reimbursement was approved on 9/23/2020 and the organization did not want to negatively affect the relationship with the employee over a late employee submission of $113.45. TEACH advised the CSD that it that it plans to update its fiscal policies & procedures to provide employees a longer timeframe to submit reimbursement requests.

The CSD recommends that the school strictly adhere to its governing board-approved fiscal policies and procedures pertaining to expense reimbursements.

The governing board and leadership team of the charter school are responsible for managing the 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 governing 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. **Timely Accruing of Expenditures:**
   Based on the CSD's review of a sample of 30 checks/electronic transactions and supporting documents provided by TEACH, the CSD noted that one check paid in September 2020 included payments of $12,569.55 for services performed in April 2020 that were not accrued in Fiscal Year 2019-2020. (Check #6249, in the amount of $28,179.78, dated 9/25/2020 and payable to "After-School All Stars, Los Angeles")

   Per TEACH and Charter Impact, the invoices were not submitted by the vendor in a timely manner. The invoices were received by TEACH on 8/28/2020. TEACH's financial audit was already underway at the time that these invoices were submitted and paid. Therefore, the books for Fiscal Year 2019-2020 were considered closed and theses amounts would not have been in the trial balance and general ledger submitted to auditors for Fiscal Year 2019-2020. In addition, this amount would have been below scope to make an adjustment after the audit commenced. Furthermore, moving forward TEACH states that it would reach out to vendors during the last month of the fiscal year to ensure that invoices are submitted and paid within the appropriate fiscal year.

   The CSD recommends the timely accruing of expenses to accurately report the financial activities and condition of TEACH's schools.

The Charter Schools Division will review the school's action plans by the next oversight visit. The results may be factored into the school's rating for next year.

Corrective Action Required:

None noted that require immediate action to remedy concerns in this report.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

Notes:

1. Reviewed independent audit report for the Fiscal Year ended June 30, 2020 and noted the following:
   a. Audit opinion: Unmodified
   b. Material weaknesses: None Reported
   c. Deficiencies/Findings: None Reported
   d. Going Concern: None Reported
2. Governing board meeting minutes reflecting the presentation of financial reports, such as balance sheets, income statements, and cash flow statements were provided.
3. Governing board meeting minutes reflecting the adoption of the 2020-2021 budget were provided.
4. Evidence of TEACH Tech Charter High offering STRS, PERS, and/or Social Security benefits to its employees and proof of payment was provided.
5. Governing board meeting minutes reflecting the selection of the current independent auditor were provided.
6. Governing board meeting minutes reflecting the discussion of the most current independent audit report were provided.
7. Per the 2019-2020 audit report, the school's cash and cash equivalents is $1,063,645 and total expenditures equal $4,470,345. Therefore, the school's cash reserve level is 23.79%, which exceeds the recommended 5%.
8. Governing board meeting minutes reflecting the receipt, review, and approval of interim financial reports submitted to LAUSD were provided.
9. Governing board meeting minutes reflecting the receipt, review, and discussion of the most current Annual Performance-Based Oversight Visit report were provided.
10. Governing board meeting minutes reflecting the approval of the current fiscal policies and procedures were provided.
11. 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.
12. An itemized accounting regarding total compensation paid to all executives, school leaders, administrators, directors, and non-certificated staff either employed directly by the school or the entity managing the charter school, including the organization's home office, charter management organization, or related entities which may have decision-making authority over the school was provided.
13. Governing board meeting minutes reflecting the approval of the management fees, licensing fees, or other related party fees were provided.
14. Reviewed the following 30 checks and electronic credit/debit transactions. Discrepancies were noted under Areas Noted for Further Growth and/or Improvement above and the CSD's observations were noted under the Other Observations section above.
    a. Check numbers (Pacific Western Bank Ending in X1471): 10326, 10328, 10329, 10333, 10337, 10359, 10369, 10388, 10392; (Pacific Western Bank Ending in X7843): 62319, 62325, 62345, 62378, 62381, 62389, 62398, 62409, 62425, 62470, 62473; (Pacific Western Bank Ending in X7868): 71592, 71617, 71654, 71656, 71674
    b. Reviewed 5 credit/(debit) transactions: (Pacific Western Bank Ending in X1471) The transaction descriptions are: (1) 9/1/2020 – ($10,506.75); (2) 9/10/2020 – ($15,463.72); (Pacific Western Bank Ending in X7843) The transaction descriptions are: (3) 10/2/2020 – ($3,404.92); (4) 10/26/2020 – $3,274.42; (Pacific Western Bank Ending in X7868) The transaction descriptions are: (5) 10/13/2020 – ($67,964.84)
15. The school indicated that it currently has no credit cards.
16. Reviewed bank statements and bank reconciliations from May 2020 through October 2020. Selected the months of September 2020 and October 2020 for sample testing. Discrepancies were noted under Areas Noted for Further Growth and/or Improvement above.
    a. Pacific Western Bank Checking Account Ending in X1471 (Operating Account, TEACH Prep Elementary)
    b. Pacific Western Bank Checking Account Ending in X1489 (Imprest Account, TEACH Prep Elementary)

c. Pacific Western Bank Checking Account Ending in X7843 (Operating Account, TEACH Academy)
d. Pacific Western Bank Checking Account Ending in X7835 (Imprest Account, TEACH Academy)
e. Pacific Western Bank Checking Account Ending in X7868 (Operating Account, TEACH Tech High)
f. Pacific Western Bank Checking Account Ending in X7876 (Imprest Account, TEACH Tech High)

17. A Segregation of Duties (SOD) review was conducted remotely at TEACH Tech Charter High via videoconference. No discrepancies were noted.
18. Equipment inventory was provided.
19. The Education Protection Account (EPA) allocation and expenditures pertaining to the prior Fiscal Year (i.e., 2019-2020) are posted on the charter school's website.
20. The most current Audited Financial Statements are posted on the charter school's website.
21. The 2020-2021 Learning Continuity and Attendance Plan and Budget Overview for Parents were submitted to LAUSD.
22. The most current Learning Continuity and Attendance Plan and Budget Overview for Parents are posted on the charter school's website.
23. Documentation pertaining to the U.S. Small Business Administration's (SBA) Paycheck Protection Program (PPP) was provided.
24. Documentation pertaining to grants that the school received during both Fiscal Years 2019-2020 and 2020-2021 due to the COVID-19 pandemic (e.g., grants through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, such as the Elementary and Secondary School Emergency Relief (ESSER) fund, the Governor's Emergency Education Relief (GEER) Fund, Learning Loss Mitigation Funding, etc.) was provided.
25. Pursuant to AB 1871, a signed written statement that indicates that TEACH Tech Charter High is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each school day was provided.
26. TEACH Tech Charter High did not disclose any legal actions, regulatory proceedings, or investigations which might have a material impact on their financial viability.
27. The 2019-2020 audited and unaudited actuals nearly mirror each other.

Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS (if applicable):

N/A

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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 cash balance at the beginning of the school year is positive; 3. The two most current audits show no material weaknesses, deficiencies and/or findings; 4. All vendors and staff are paid in a timely manner; 5. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; *6.* Charter school adheres to the governing board approved Fiscal Policies and Procedures; 7. Governing board adopts the annual budget; 8. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 9. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 10. There is no apparent conflict of interest; 11. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction) is provided (pursuant to AB 1871); 12. The EPA allocation and expenditures, the most current Audited Financial Statements, and the most current governing board-approved LCAP/Learning Continuity and Attendance Plan 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 cash balance at the beginning of the school year is positive ; 3. The most current audit shows no material weaknesses, deficiencies and/or findings; 4. Vendors and staff are paid in a timely manner; 5. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; *6.* Charter school generally adheres to the governing board-approved Fiscal Policies and Procedures; 7. Governing board adopts the annual budget; 8. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 9. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 10. There is no apparent conflict of interest; 11. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction) is provided (pursuant to AB 1871); 12. The EPA allocation and expenditures, the most current Audited Financial Statements, and the most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school's website;

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.***
13. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies; 14. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals; 15. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner; 16. There are no discrepancies cited in the Areas Noted for Further Growth and/or Improvement; 17. Audited and unaudited actuals nearly mirror each other; 18. Proper segregations of duties are in place; 19. There are no outstanding fiscal-related tiered intervention notices issued to the school; and 20. If applicable, all LAUSD Board of Education-approved fiscal benchmark(s) are met based on the required deadline(s).	13. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies; 14. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals; 15. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner; 16. There are no significant recurring issues; 17. Audited and unaudited actuals nearly mirror each other; and 18. There are no outstanding fiscal-related tiered intervention notices issued to the school.
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.
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 four of the following fiscal items: o Most current financial reports presented to the governing board 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 Fiscal policies and procedures manual	***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 four of the following fiscal items: o Most current financial reports presented to the governing board 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 Fiscal policies and procedures manual

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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.***
4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; and 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. Note: Other circumstances and information could influence the rating and will be noted in the evaluation.	4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; and 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. 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. The cash balance at the beginning of the school year is positive; 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. Governing board adopts the annual budget; 6. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction is provided (pursuant to AB 1871);	***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.

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:***
7. The EPA allocation and expenditures, the most current Audited Financial Statements, and the most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school's website; 8. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies; 9. Have an audit conducted annually by an independent auditing firm; and 10. 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. Enrollment is stable or changing at a manageable rate (Enrollment changes are reflected in annual budget and facilities); 2. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; 3. 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; 4. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 5. Current audit shows no material weaknesses, deficiencies and/or findings; 6. Charter school adheres to the governing board approved Fiscal Policies and Procedures; 7. There is no apparent conflict of interest; and 8. Governing board approves any amendment(s) to the charter school's budget. 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 Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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. The cash balance at the beginning of the school year is positive; 3. 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; 4. 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; 5. 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 6. As a practice, the governing board receives and reviews the charter school's financial reports as evidenced by the governing board meeting minutes; 7. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction) is provided (pursuant to AB 1871); 8. The most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school's website; and 9. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies.	***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.

LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **TEACH Tech Charter High**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **2/19/2021**

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:***
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.	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.

Coversheet

TEACH Las Vegas Update

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	D. TEACH Las Vegas Update
Purpose:	FYI
Submitted by:	
Related Material:	TEACH Las Vegas_School Score Report_CSP Cycle 1.pdf CMO Agreement Signed TPS.pdf



TEACH LAS VEGAS
CHARTER SCHOOL CSP SUB-GRANT SCORE REPORT
MARCH 30, 2021

APPLICATION DETAILS

TEACH Las Vegas CSP Subgrant Score Report	
Contact Person	Matt Brown
Contact Email	mbrown@teachps.org
Application ID	CSP-2021-01-5844293295
Application Submission Date	January 27, 2021
Application Type	Replication
Grant Budget	(To be determined)
Grades Served	K - 12
New Seats Created	975
Total Averaged Score	85
Application Status	Approved

RUBRIC

A. Grant Project Goals

Identify 3-5 grant project goals and justify each goal in terms of its value in supporting the planning and implementation of our proposed school. All grant spending, including future revisions to your budget, must fit clearly within one of your stated project goals.

Total Average Points: 10

Reviewer Comments - Grant Project Goals

Strengths	• Demographic needs were addressed in Goal 1. • The narrative listed five goals: serving educationally disadvantaged students, access to technology and high-quality instructional materials, data-driven instruction, continuity and culture, and home-school connection. • The grant narrative establishes 5 goals that address all of the requirements for this grant. The school will serve students in an underserved community, address the academic and demographic needs of students both in its recruitment plan and in its instructional program and contains trackable measures for enrollment, student achievement and retention. • The goals of the grant are very much in alignment with the mission, vision and goals of the school. The activities planned for grant funds will support the school's implementation and meeting of performance goals.
Weaknesses	• The narrative includes student projections for high school students beginning in its third year of operation. The narrative does not mention dropout prevention, recovery or career counseling. It should be noted that grant funds are projected to be spent prior to the school serving high school students. • The school has a student retention goal of >85%. It is not clear if this is an ambitious goal given lack of comparison data.

B. Educational Philosophy, Instructional Practices, and Curriculum

Fully describe and justify the design of the academic program in terms of the educational philosophy, instructional practices, and curriculum that will be utilized to meet the school's performance objectives. Be sure to include key design elements, references supporting its validity and alignment to state and federal requirements, and rationale for why this education model was chosen and how it will produce strong outcomes for the unique community and student population the school will be located within.

Total Average Points: 15

Reviewer Comments - Grant Project Goals

Strengths	● Key design elements were listed as culturally responsive teaching, differentiated learning technology, support fo English learners, and tech skills development. ● Design elements were supported by in-text citations, footnotes, and TEACH Public Schools. ● Comparative data were found in Academic Achievement Data. ● The narrative describes the components of the school's instructional approach. Beginning with the personalized educational plan for every student (PEP), the school will utilize technology based curriculum to provide real time data on student skill attainment and content acquisition. The narrative also includes a description of culturally relevant teaching practices in addition to the core curricula platforms it will use. ● The narrative demonstrates the school's commitment to a technology enabled instructional platform that is integrated with traditional curricula for all core subjects. ● The narrative demonstrates the rationale for selecting each curricular platform, which includes research into its efficacy. The narrative also described the research based instructional philosophy which is grounded in student empowering instruction. There is clear alignment between the curriculum and the pedagogy that the school is planning. ● By committing to 1:1 technology, and incorporating online learning, the school is creating the flexibility to operate remotely should this be a necessity. Further, instruction can be continued and supported during non school hours. This will enable families to support student learning which will capitalize on family engagement. The flexibility of incorporating traditional curriculum with an online platform is a great use of the flexibility afforded to charter schools in how they provide instruction to their students.

Weaknesses	• Materials have the potential to cause knowledge gaps for students. For example, the reviewer deduced that Wit and Wisdom will be used to address comprehension of text. Wit and Wisdom does not include foundational skills lessons. Lexia Core 5 will be used as a supplement to Lucy Calkins. While the Lucy Calkins materials do address foundational skills, deficiencies exist in its principles that misalign with NRP findings. • Additionally, Eureka Math is selected for grades 6-8 while My Math is selected for K-5. Eureka Math meets expectations while My Math partially meets expectations. My Math does not adequately address aspects of rigor while Eureka Math does. Given the statement in Section C that, "...all curricula include vertical articulation from K-12 grade levels with consistent content, methodologies and pedagogies between grades." the justification for the materials is unclear. • Similarly, the Budget Narrative lists Everyday Math and ST Math as grant-purchased materials. This does not align with the table provided in the narrative. Also, Everyday Math does not meet expectations or partially meets expectations, depending on the year purchased. • TEACH Preparatory Elementary School does not have data to support the use of selected materials (attachment, Academic Achievement Data). • All curricular materials are not research-proven as described in the narrative. • The narrative lacks a detailed description of its key design elements, though it can be assumed from what is written in the narrative. • The narrative does not include a description of the arts program they intend to use, citing only that art will be teacher developed.

C. Teaching and Learning

Fully *describe and justify* the design of the instructional strategy in terms of the educational philosophy, instructional practices, and curriculum that will be utilized to meet the school's performance objectives. Be sure to include key design elements, references supporting its validity and alignment to state and federal requirements, and rationale for why this strategy was chosen and how it will produce strong outcomes for the unique community and student population the school will serve.

Total Average Points: 4

Reviewer Comments - Teaching and Learning

Strengths	• The narrative provided examples of instructional practices. These included CATCH as a close reading strategy, using a student's ZPD for differentiated reading, and TPRS strategies. • Section A listed MAP, DIBELS/DRA, SBAC, and WIDA as assessments. • Tiered support strategies are supported by the Student Support Team (SST). • The narrative describes the data gathering and analysis that will occur through the school's assessment program and online learning platforms. Through the PEP (personal education plan) and the schools multi-tiered intervention program instruction will be differentiated. Students will receive ongoing support based on their literacy and proficiency levels but also on their academic achievement. All students who are below one grade level of proficiency will receive targeted assistance.
Weaknesses	• Classroom assessments and differentiated instruction were not addressed as it relates to Tier 1, grade-level instruction. • Depending on student levels when they first arrive at the school, being a year or more behind on proficiency levels may overwhelm the MTSS system and the school may need to address this need within regular classroom activities and instructional modules. The school is planning to enroll 250 students in grades 1-7 in its first year. The narrative does not include discussion of how they will address the needs of these students who will be coming from low performing schools and the percentage of students who will arrive may be substantially below grade level may be high.

D. Student Academic Achievement Standards

As an independently governed public school, charter schools need to ensure plans, systems, and tools for strong oversight and monitoring in the areas of academic performance. In this section, persuade the reader that your school will have rigorous goals and adequate oversight to ensure quality implementation, operation, and accountability.

	Total Average Points: 6.5

Reviewer Comments - Student Academic Achievement Standards

Strengths	• The narrative noted an assessment calendar is available. The calendar was included in Attachment 12d (Charter Application). • Charter Application included a table listing assessments, their purpose, grade levels, and timeline. • Teachers will receive monthly reports including attendance, enrollment, credit completion, survey results, and intervention data. • Section A listed MAP, DIBELS/DRA, SBAC, and WIDA as assessments. • Section F noted quarterly Data Days to analyze data. • The narrative includes a performance management plan that will provide analyzed data on a monthly basis. This data and the annual data review will support the school's management in making decisions in order to support student achievement but also will suggest changes to the instructional program. The narrative references an assessment calendar that will outline the frequency and times of each assessment listed in its application.
Weaknesses	• The reviewer could not locate interim benchmark performance goals. • While the table provided the school's purpose for each assessment, it is unclear which assessments serve an evaluative, predictive, and/or instructional purpose; so, it is unclear how well staff will understand the purpose of the assessments and which metrics can be used to inform instruction. • The narrative communicates the intention of the school to establish a culture of data driven instruction. Through the analysis of online data and interim assessments, the CMO will provide the school with monthly reports based on the data generated each month. These data sets will enable the school to make adjustments to its instructional program and allocation of resources but will also enable PEP's to be edited and changed as needed.

E. Student Demand and Community/Local Support

Schools funded under the CSP subgrant must ensure they are in tune with their communities' needs and priorities. In this section schools will document their vitality and long-term sustainability through demonstrating their dedication to developing and maintaining community partnerships and connections.

	Total Average Points: 7.5

Reviewer Comments - Student Demand and Community/Local Support

Strengths	• Section A noted mailings, door-to-door canvassing, and targeted social media as marketing strategies.This section also listed instant messaging and surveys as marketing strategies. The school receives marketing support from Schola. • School leaders have conducted monthly virtual and in-person meet-and-greet sessions. School leaders have also called interested families. • Section A noted recruitment was zip-code specific. • The narrative noted interest from hundreds of families. The school has more than 200 parent interest forms. • The school has formed partnerships with community organizations. For example, Boys & Girls Club of Southern Nevada, Better 4 You Meals, and Red Hook Capital Partners. • The school has verbal support from community and political leaders including the mayor of North Las Vegas. • Parents can play a role in the decision-making process by participating in the School Site Council's monthly meetings. • The school is projecting a student population that will be 90% disadvantaged, 73% noon white and 20% ELL and 18% designated for special education services. • The narrative describes the engagement of prospective families and is responsive to their concerns regarding transportation. The school will form a parent site council and that will meet with school leadership monthly. The board chair is also a prospective parent at the school and the board will seek out other parents to join the Board of Trustees.
Weaknesses	• Engagement strategies once the school year begins are unclear. • The narrative does not acknowledge the challenges of recruiting students in grades 1-7, though the enrollment projections call for smaller numbers in grades 2-5.

F. Effectively Serving All Students

Charter schools are obligated to take specific actions to ensure an open, fair, non-selective method of attracting and enrolling students, and all charter schools need to be ready to serve

the group of students that choose to attend. In this section, describe your plan to offer a continuum of services for all types of students, including those that are educationally disadvantaged (such as low-income, special education, English learners, homeless, migrant and other at-risk students) and gifted and talented.

Total Average Points: 9

Reviewer Comments - Effectively Serving All Students

Strengths	● Section A noted 92% of the anticipated student population will qualify for free or reduced meals and 20% of the anticipated student population will identify as an English learner. ● Section B noted, "...each student will be challenged to grow and learn, with high expectations for success." ● Performance Goal Metrics listed goals related to SBAC and CRT. ● Academic and behavioral strategies are addressed in the description of the Student Success Team and MTSS as the processes for students to receive assistance. ● Charter Application listed professional learning that will occur before the school year begins. The attachment also stated follow-up training during the year would be related to the topics listed. ● Section D noted teachers will work collaboratively with special education teachers. ● The school will partner with a vendor to provide meals. NSLP reimbursements will fund the program. ● Budget Narrative includes transportation as a professional service. ● Charter Application indicates the school will use grant funds to partner with a vendor to provide daily transportation services in Y1. ● School Operational Budget 3 Year includes transportation services beyond Y1. ● The school's instructional design will support educationally disadvantaged, at risk student populations. Using an online curriculum that is adaptive along with each student's personal education plan will enable differentiation based on data and service through the school's multi-tiered intervention program. The school also plans to support students with behavior and family challenges through its one to one time with teachers. ● The school's instructional design will support students with disabilities through its support of the IEP process and parent engagement. The ED will provide oversight of all student

	interventions through her over site of the School's Student Success Team (SST) and monitor student progress towards goals. The SST will monitor student progress in 6 week cycles and make necessary changes to students' PEP as needed. ● The narrative outlines the school's plan to become its own school food authority and access government funds for approved vendors through this route. Being in control of vendor selection is key to supporting students nutritional needs while adhering to federal nutritional guidelines.
Weaknesses	● Support for students with disabilities was embedded in SST and MTSS descriptions but were not explicit. ● The narrative does not describe activities specifically addressing student retention, nor does it discuss dropout prevention of its high school grades, which will be served after the grant funds have been expended. The narrative does not indicate how staff will be trained in intervention strategies. ● The narrative does not address how the school is preparing to serve incoming students in grades above Kindergarten who may present additional challenges as a result of their prior schooling experiences.

G. Staffing and Professional Development Plan

Describe the approach to staffing, inclusive of ratios, positions, etc. required for effective implementation of the chosen education model. Further, describe the process in which all staff will be supported in their ongoing professional development.

Total Average Points: 3

Reviewer Comments - Staffing and Professional Development Plan

Strengths	● The staffing ratio of 25:1 was included in the narrative. ● The plan for staffing was found in the 3-Year Operational Budget. ● The school has formed relationships with organizations to support recruitment. For example, UNLV, Teach for America, and Nevada Teachers of Tomorrow. ● The school began recruiting and interviewing potential candidates. The school used social media, various websites, and job fairs to recruit candidates.

	• Section A noted teachers will attend conferences, workshops, and visit other school sites to support teachers' learning. Additionally, Section A listed weekly professional learning opportunities. • Teachers will engage in two weeks of professional learning at the beginning of the school year. • There are five days of professional learning included in the calendar in alignment with benchmark dates. • The staffing structure is adequate and is much improved if the school hires more school leaders in year one, pending CSP grant funding. The school's relationships with higher education and professional groups will enable the school to meet its staffing needs as outlined in the school's 3 year budget. • The school plans to develop its staff through professional learning communities, opportunities for collaboration as well as training on lesson plan development and data analysis. The school will utilize Nevada's Standards for the Teaching Profession as its guiding document for planning and documenting teacher growth.
Weaknesses	• It is unclear how teachers will receive site-based, non-evaluative coaching and feedback to support continuous improvement. • The narrative does not mention coaching and feedback to teachers, encouraging innovation or continuous improvement specifically. The narrative also does not include an evaluation plan nor mention teacher retention.

H. Financial Management and Monitoring Plan

As independently governed public schools, charters are fully responsible for ensuring quality financial management practices and ongoing financial stability. In this section, explain your school's plan to be compliant, strategic, and responsible with finances and business services.

Total Average Points: 6.5

Reviewer Comments - Financial Management and Monitoring Plan

Strengths	• Personnel and a timeline are included in Budget Narrative. • The budget and narrative acknowledge additional funding sources. For example, a start-up grant in the amount of $20,000. • A property was identified and is ready for Y1.

	• The school plans to finance the property between Y3 and Y5 with plans for new buildings in Y4. • The school partnered with Red Hook to develop and lease the property. Red Hook is listed as a partner in Section E. • Investment in value-added activity is evident in professional learning and technology. • Enrollment detailed enrollment goals to meet the break-even scenario. • A mitigation plan for risk associated with under enrollment is described in Section J. Red Hook Capital will defer or abate rent. • The school's submitted budget is comprehensive and based on the CMO's experience in running a K-12 school in Los Angeles. The Budget and the submitted Grant Project Budget align with the mission of the school and the goals of the grant. The school has received a 20,000 start up grant which it used to support recruitment efforts. The grant budget and timeline will support the smooth opening of the school, and appropriate staffing levels and school supplies and continue to support student recruitment. The budget is sustainable on government funding. • The application identifies a proposed facility that would be leased from Red Hook Capitol. It is zoned for charter school use. The narrative also includes plans for the CMO to finance a buildout of the property as the school's enrollment grows and uses all available space. The CMO is planning on financing this buildout through tax exempt bonds. The narrative identifies the site at 4648-60 North Rancho Drive. • The school budget includes 1 special education teacher and 1 ELL coordinator in its first year and adds additional staff as enrollment grows through the years. The commitment to 1:1 laptops ensures that all students will have access to enrichment and acceleration activities that meet each child's instructional needs. The narrative also mentions extracurricular activities that will be based on student interest.
Weaknesses	• The narrative and budgets submitted do not calculate the percentage of facilities costs as compared to overall expenses.

I. Board Capacity and Governance Structure

A competent, trained governing board is essential to the success of a public charter school. In this section the school will demonstrate how it has developed a strong governing board with a diverse set of skills. Board members should understand their roles and responsibilities and have

in place a transition plan and ongoing professional develop to maintain board strength going forward.

	Total Average Points: 10.5

Reviewer Comments - Board Capacity and Governance Structure

Strengths	• Skills among board members were found in Board and Leader Bios. Board members possess expertise in the listed areas. • Bylaws were included as an attachment, the narrative listed how the board will measure success related to governance. • Governance/management charts will delineate responsibilities of the board, CMO, and Executive Director. • The bylaws address conflicts of interest. • Section A noted board members will engage in oversight, OML, and data analysis trainings. • BoardOnTrack will provide online training through its platform. New board members will use the platform within 30 days for board orientation. • Outside legal counsel is providing OML training annually. • The narrative stated board members will review a self-evaluation report during each committee meeting. • The narrative includes background information on each of the six members of the board. The board is currently looking to add members with human resources background and an additional parent of a child at the school. The board will establish a governance committee that will identify gaps in expertise and skill and recruit new board members. The school has identified Board On Track as its support for board development and training. They will support the orientation of new board members in understanding the role of the board, and the responsibilities of each board member including regulatory responsibilities. The board intends to discuss how it will govern the school with board members and the ED so as to arrive at common understanding.
Weaknesses	• The narrative does not mention conflict of interest. It is noted that the proposed chair of the board will be a parent of a child in the school which could be a conflict of interest if safeguards are not enacted.

J. School Leadership and Management

This section should describe the intended leadership structure of your school and demonstrate a strong leadership and staffing plan that ensures high-quality implementation and sustainability of the school.

Total Average Points: 9

Reviewer Comments - School Leadership and Management

Strengths	● Section C noted the Executive Director will be held accountable for meeting the school's goals. ● The narrative stated the CMO will support the Executive director and ensure curricular alignment between TEACH and TLV. Additional responsibilities of the CMO are listed in CMO Contract. ● The narrative stated the Executive Director is responsible for academics and day-to-day onsite operation of the school. ● (CMO Contract) Listed a timeline for evaluation of the CMO and competencies against which the CMO will be measured. ● Two operational challenges and two risk factors are listed in the narrative with mitigation strategies listed for each. ● The roles of the CMO and the Executive Director are well articulated and complimentary. The CMO's contribution will allow the ED to focus mainly on instruction. The narrative includes the CMO Agreement which clearly articulates the fee structure and services that the CMO will provide to the school and the expectations of what the school will provide to the CMO to support its work. The agreement includes how the Board will evaluate the services of the CMO annually and identifies Board On Track as the facilitator for this process. The Board will also utilize Board on Track’s evaluation system of the ED which provides written feedback on an annual basis. It should be noted that the CMO is deferring 50% of its fee over their first three years should the board decide that paying the full amount would sufficiently impact its financial position. ● The narrative mentions the CMO’s experience in student recruitment and shortfalls from enrollment projections. The budget has built-in flexibilities and the CMO has established a cooperative relationship with the leaseholder of the facility should rent need to be deferred.
Weaknesses	● Some competencies listed in CMO Contract have the potential to overlap with those of the Executive Director. ● The narrative and budgets submitted did not contain a range of scenarios of student enrollment shortfall and the reductions of

	expenses that would occur. It is unclear if these have been decided or the school will make ad hoc decisions based on what it sees on the ground.

Overall Comments

Strengths	• Priority 1: Points are awarded based on the partnership with TEACH. Justification is provided in Section K of the narrative. • Priority 3: Points are awarded based on Section K and Demographics. • This is a very strong application. Detailed information spoke directly to the criteria, the school meets the goals of the grant program. The school will serve in a designated high needs area and the model as described in the grant application, if implemented with fidelity is likely to be successful.
Weaknesses	• The narrative could be improved by adding additional details regarding professional development and how it will address the unique needs of students who enroll in a new school beyond Kindergarten.

TEACH Las Vegas CSP Application Total Points		
RUBRIC SECTION	(AVERAGE) Points Awarded	Points Possible
A. Grant Project Goals	10	10
B. Educational Philosophy, Key Design Elements, & School Culture	15	20
C. Teaching and Learning	4	6
D. Student Academic Achievement Standards	6.5	9
E. Student Demand and Community/Local Support	7.5	10
F. Effectively Serving All Students	9	12
G. Staffing and Professional Development Plan	3	4
H. Financial Management and Monitoring Plan	6.5	7
I. Board Capacity and Governance Structure	10.5	12
J. School Leadership and Management	9	10
Priority Points: If applicable, 2 Additional Points may be awarded for schools that describe how the school has demonstrated success or evidence-based plans to successfully serve an at-risk student population that is greater than or equal to the average at-risk student population served by the district in which the school is located.	2	2
Priority Points: If applicable, 2 Additional Points may be awarded for schools that describe how the school has demonstrated school turnaround success or evidence-based plans to engage in a transformational partnership to improve struggling charter schools.	0	2
Priority Points: If applicable, 2 Additional Points may be awarded for schools that: ● Describe the school's plan to launch in a geographical area of greatest need (a QOZ or a high-poverty neighborhood with high concentrations of overcrowded and underperforming schools). ● Provide sufficient evidence to support the school's justification for eligibility.	2	2
TOTAL POINTS AWARDED	85	106

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "*Agreement*") is made as of this 21st day of March, 2021 (the "*Execution Date*"), by and between TEACH Inc., a California nonprofit corporation ("*Manager*"), and TEACH Las Vegas, a Nevada nonprofit corporation ("*Company*" or "*School*") (collectively, the "*Parties*").

Recitals

WHEREAS, the Company, acting through its committee-to-form, is applying for approval to enter into a charter contract (the "*Charter Contract*") with its prospective authorizer, the Nevada State Public Charter School Authority (the "*Authorizer*" or "*SPCSA*"), to organize and operate a charter school in Clark County, Nevada, pursuant to the Charter School Act, Nevada Revised Statutes ("*NRS*") Chapter 388A (the "*Act*") and its accompanying regulations;

WHEREAS, Manager is a not-for-profit charter school management organization (a "*CMO*") which manages and provides support services to multiple charter schools located in Southern California;

WHEREAS, Manager therefore has the knowledge, skills, and experience to assist the School in opening and successfully operating its Nevada charter school, to ensure that the Board's mission and vision is faithfully and efficiently implemented;

WHEREAS, after careful and due deliberation by the committee-to-form, the Company desires to obtain Manager's Services in connection with the Company's operation of the Nevada school pursuant to the terms hereof, and Manager is able and willing to provide the Services as hereinafter set forth, all for the fundamental purpose of ensuring the academic, financial, and regulatory success of the School;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained and of the fees to be paid to Manager as hereinafter set forth, the parties hereto do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

Agreement

1. **DEFINITIONS**. The following terms have the meanings set forth in the Section of this Agreement cross-referenced below:

Term	Section	Term	Section
"Act"	Recitals	*"FERPA"*	Section 8(a)
"Agreement"	Preamble	*"Indemnitees"*	Section 10(a)
"Authorizer"	Recitals	*"I.P. License"*	Section 8(b)
"Bankruptcy"	Section 3	*"Manager"*	Preamble
"Board"	Section 4(g)	*"NRS"*	Recitals
"Charter Contract"	Recitals	*"Parties"*	Preamble
"CMO"	Recitals	*"School"*	Preamble
"Deferred Fees"	Section 5(c)	*"School Records"*	Section 8(a)
"DSA"	Section 5(a)	*"Services"*	Section 4
"Execution Date"	Preamble	*"Service Fee"*	Section 5(a)
"Facility"	Section 4(d)	*"SPCSA"*	Recitals

Powered by BoardOnTrack

2. **APPOINTMENT**. Company hereby engages Manager on the terms and conditions hereinafter set forth to provide the described Services to Company; and Manager hereby agrees to provide the Services to Company, pursuant to the terms hereof.

3. **LEGAL COMPLIANCE**. The provisions of the Agreement are enforceable only to the extent they comply with the Charter Contract and all applicable laws and regulations, including the Act. Both Parties will also conduct all of their actions in accordance with the Charter Contract and all applicable laws and regulations, including the Act.

4. **TERM; TERMINATION**.

(a) Term. This Agreement shall commence on the Execution Date and shall continue for a term (the "*Term*") of approximately six and one-half (6½) years, expiring on the date on which the School's first Charter Contract is due to expire, unless earlier terminated by one of the Parties by written notice stating its intention to terminate this Agreement. The Parties anticipate the expiration date of the Term being on or about June 30, 2027.

(b) Termination. Either Party may terminate this Agreement (i) upon thirty (30) days' prior written notice, if with cause (and provided there is no reasonable cure in that period); or (ii) upon ninety (90) days' prior written notice, if without cause. This Agreement shall automatically terminate (with no prior written notice) upon: (a) the SPCSA revoking the Company's Charter Contract; or (b) if Manager were to file a voluntary bankruptcy petition or a petition or answer seeking reorganization, arrangement, composition, a receivership, or similar relief under present or future federal or state bankruptcy codes or laws, or make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts as they become due, or consent to the appointment of any receiver, trustee or liquidator of all or a substantial part of its property, or if any petition seeking any such relief were commenced against Manager and not dismissed within ninety (90) days (any of the foregoing, a "*Bankruptcy*").

(c) Duties upon Termination. In the event of a termination, the Parties shall work reasonably and cooperatively to ensure that the School's operations continue without substantial interruption or decline in performance. Manager shall immediately deliver to Company any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School, retaining only electronic copies as required by the law or for the purpose of adjudicating any dispute arising out of this Agreement.

5. **DUTIES OF MANAGER**.

(a) Services. During the Term, Manager shall provide the following services to the School (collectively, the "*Services*"):

(1) creating the Company as a legal entity, including preparing and filing any and all required legal and financial filings with the Nevada Secretary of State and Internal Revenue Service;

(2) creating, preparing and submitting the School's charter school application to the SPCSA;

(3) reviewing and commenting on the draft Charter Contract;

(4) researching, locating and preparing a suitable facility (the "*Facility*") to house the operation of the School, including consulting on the selection of suitable, independent third-party vendors and professionals (e.g., real estate brokers, architects, engineers, land-use consultants, attorneys, contractors, and subcontractors);

(5) researching, providing or preparing for any future expansion of the Facility to accommodate growth of the School;

(6) consulting with and advising the School's Board of Directors (the "*Board*") in matters of self-governance, regulatory compliance, and other core governing matters;

(7) providing professional development training for certain employees of the Company prior to the commencement of the school year and continuing throughout each school year as necessary;

(8) providing or contracting for office services, such as accounting, payroll, human resources and billing;

(9) supervising the development, tracking, and amendment of the annual budget, and advising the Board on the same;

(10) oversee the preparation and maintenance of proper financial books and records;

(11) developing and executing fundraising opportunities;

(12) working with the SPCSA and other relevant governmental authorities as necessary, including complying with reporting requirements and any other general inquiries received from the SPCSA;

(13) attending Board meetings and reporting on the status and performance of the School and the Manager;

(14) assisting the Executive Director in supervising and evaluating senior School staff (e.g., the Superintendent [a/k/a Principal]);

(15) marketing for student enrollment;

(16) assisting with public relations;

(17) writing grants for state and other funding;

(18) providing guidance relating to the curriculum;

(19) providing support for information technology;

(20) providing financial support as needed; provided, however, that such support shall be agreed to by the Parties in a separate writing; and

(21) providing any other operational or educational needs relating to the School that the Company may reasonably request of Manager from time to time.

Any duties and obligations required to be carried out by the School, or for the operation of the school, and not listed under the Services above, shall be the Company's responsibility.

(b) Without limiting Section 5(b) hereof, the specific Services to be provided by Manager during the so-called incubation (a/k/a "stub") year between authorization and the first day of the first school year are as listed in Exhibit A hereto.

6. **SERVICE FEE.**

(a) Service Fee. In consideration for the Services, Manager shall receive a monthly "*Service Fee*" equal to ten percent (10%) of the total gross revenues actually received by Company from the State of Nevada in per-pupil funding for such month (including Distributive School Account ("*DSA*") payments, but excluding one-time or dedicated grants), determined in accordance with United States generally accepted accounting principles which are consistently applied.

(b) Payment Terms. The Service Fee shall be payable by Company to Manager on or before the 30th day after the end of each calendar month during the Term of this Agreement. The Service Fee is the only compensation or other payments to which Manager will be entitled hereunder; Manager shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including compensation and other benefits payable to any Manager employees, and including any and all travel, accommodation, meal, and other out-of-pocket expenses, costs, or "overhead."

(c) Deferral in Initial Years. Notwithstanding Sections 5(a) and (b), during the incubation (a/k/a "stub") year between authorization and the first day of the first school year, and during school years one (1) through three (3), the School shall have no obligation to pay fifty percent (50%) of the Service Fee if, in the reasonable opinion of the Board and based on a vote taken at an open, public meeting, the School's cash flow is so limited that it would be in risk of running over budget for that fiscal year if it paid out the full Service Fee, and thus a deferral is warranted ("*Deferred Fees*"). If Deferred Fees arise from time to time, the School shall promptly pay those Deferred Fees to Manager as soon as the cash flow permits (and no later than by the end of the first Charter Contract term, prior to any renewal by the SPCSA).

7. **INDEPENDENT ENTITIES; NO CONFLICTS OF INTEREST.**

(a) Independent Contractor. It is expressly agreed by the Parties hereto that Manager is not an employee of the Company for any purpose whatsoever, including for federal or state tax purposes, but is an independent contractor. Furthermore, no relationship of joint venture or partnership of any form is created by this Agreement. Upon being authorized by, and entering into the Charter Contract with, the SPCSA, the School shall be formally governed by the School's Board. Manager acknowledges and agrees that it does and will not control the Board, which will instead remain an independent, self-governing public body whose powers and authority shall not be unlawfully usurped or interfered with. The Board will retain sole authority for setting and approving reasonable rules, regulations, policies and

Powered by BoardOnTrack

procedures for the School, including final decision-making over the budget, curriculum, student conduct, special education, school calendars, and student recruitment.

(b) Limited Authority. Manager does not have, and will not purport to have, the power to bind or legally obligate the Company, to threaten or to commence any legal actions or proceedings of any kind on behalf of the Company, nor to defend the same (except pursuant to an indemnity obligation).

(c) No Conflicts. Manager represents and warrants that it has not, and covenants that it will not, offer, gift, or transfer, whether directly or indirectly, a substantial gift, commission, or other benefit to any School director, officer, or employee, now or in the future. Manager will comply with the conflicts of interest rules set forth in the Charter Contract, as well as any and all Conflict of Interest Policies, Codes of Conduct, Bylaws, and other guidelines adopted by the School from time to time. No director, officer, or employee of the Manager will serve on the Board. If at any time there exists some relationship between the Manager and any other person or entity providing goods or services to the School, the Manager shall immediately disclose the nature and details of that relationship to the Board.

(d) Performance Standards.

(1) Standards. In providing the Services, Manager shall: (i) comply with all applicable federal, state, and local laws, statutes, codes, regulations, ordinances, judgments, orders, permits, licenses, approvals, and accreditations; (ii) act reasonably, diligently, promptly, faithfully, and in a first-class manner; (iii) comply with all reasonable and mandatory rules and regulations for independent contractors adopted by Client from time to time, if any; and (iv) act in conformity with public conventions, morals and standards of decency.

(2) CMO Evaluation . The School will utilize the evaluation process set forth in Exhibit B in appraising Manager's performance of its duties and obligations hereunder.

8. **RECORDS; INTELLECTUAL PROPERTY.**

(a) School Records. Company hereby grants permission to Manager to access the financial, educational, and student records pertaining to the School (the "*School Records*") solely for the purpose of providing Services under this Agreement. The School Records are the property of the Company. The Parties acknowledge and agree that such records may be subject to various state and federal laws governing both the disclosure and confidentiality of the same, including the Nevada Public Records Act (NRS Chapter 239) and the Family Educational Rights and Privacy Act ("*FERPA*"), and both Parties shall strictly act in compliance with the same.

(b) I.P. License; Purpose. During this Agreement, each Party is permitted to use the other Party's intellectual property. Each Party hereby grants the other Party a limited, revocable, world-wide, non-exclusive, royalty-free, personal, non-assignable, non-transferrable, and non-sublicensable license (the "*I.P. License*") to use its intellectual property (including, for example, its logos, trade names,

Powered by BoardOnTrack

trademarks, service marks, copyrighted materials [e.g., Manager's curriculum, teaching materials, handouts, protocols, policies, and teacher-training documents], inventions, patents, and trade secrets) during the Term, for the sole purpose of the other Party meeting its obligations in the Charter Contract, this Agreement, and under applicable law, and for no other purposes. There shall be no monetary fee for this license, in consideration of each Party granting a license to the other Party.

(c) Ownership. The IP License is not a transfer or assignment, meaning each Party shall maintain sole and exclusive ownership of its own intellectual property.

(d) Post-Term License. Following the expiration or termination of the Term, upon the School's written request, it may continue to use, and to that end Manager shall agree to extend the I.P. License, solely with respect to Manager's copyrighted materials (e.g., Manager's curriculum, teaching materials, handouts, protocols, policies, and teacher-training documents), for the purpose of the School continuing to operate its school with no significant academic disruptions. To ensure the validity and enforceability of this limited, post-Term I.P. License, the School shall pay an annual licensing fee to Manager of [Forty Thousand Dollars ($40,000)], due and payable no later than by November 1st of each year (with respect to the fiscal year which began on the immediately-preceding July 1st).

9. **INSURANCE**. During the term of this Agreement, each Party shall procure and maintain general liability insurance coverage, as well as standard employment, workers' compensation, automotive, and criminal coverages, in no less than the amounts and coverages (i) required by the Charter Contract and applicable laws, and (ii) which are reasonable and customary for similarly-situated parties in Southern Nevada, consistent with sound business practices. All such policies shall name the other Party as an additional insured. Each Party will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. Each Party shall supply the other Party with certificates from time to time which evidence its compliance with these insurance obligations.

10. **INDEMNIFICATION**.

(a) Mutual Indemnity. Each Party hereby agrees to indemnify, defend, hold harmless, and protect the other Party, and its directors, officers, employees, successors and assigns (collectively, the "*Indemnitees*") from and against any and all liabilities, fines, losses, claims, causes of action, suits, forfeitures, penalties, punitive, liquidated, or exemplary damages, or voluntary settlement payments, of whatever kind and nature, and costs and expenses incident thereto (including reasonable attorneys' fees) which an Indemnitee may incur, become responsible for, or pay out as a result of claims arising out of or connected to the acts, services, conduct or omissions of the indemnifying Party and its directors, officers, employees, successors and assigns, including any breach of this Agreement (except to the extent that the same is subject to indemnification by another Indemnitee).

(b) Procedure. Promptly after receipt by an Indemnitee of commencement of a proceeding against it, such Indemnitee shall, if indemnification is requested hereunder, give notice to the relevant indemnifying Party of such claim, but the failure to notify the indemnifying Party will not relieve it of any liability (except to

the extent of any prejudice caused thereby). If the indemnifying Party assumes the defense of the proceeding, no compromise or settlement of such claims may be effected by the indemnifying Party without the Indemnitee's consent unless (A) there is no finding or admission of any violation of law by the Indemnitee, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party; and (c) the Indemnitee will have no liability with respect to any compromise or settlement of such claims. If notice is given to the indemnifying Party of the commencement of any proceeding and the indemnifying Party does not, within ten (10) days after the Indemnitee's notice is given, give notice to the Indemnitee of its election to assume the defense, the indemnifying Party will be bound by any determination made in such proceeding or any compromise or settlement effected by the Indemnitee.

11. **MISCELLANEOUS.**

(a) Agreement in Entirety. This Agreement constitutes the entire agreement of the Parties and supersedes and replaces any and all prior agreements and understandings.

(b) School Obligations. All School obligations of the Company herein are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, State Public Charter School Authority, or State Department of Education.

(c) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be solely and exclusively heard in state courts located in Clark County, Nevada. The Parties waive any objection based on lack of jurisdiction, *forum non conveniens*, or venue in such courts.

(d) Fee Reimbursement. In any disputes arising hereunder, the losing Party shall pay to the prevailing Party the reasonable attorneys' fees incurred by the prevailing Party in connection therewith (even if no formal lawsuit is commenced), together with all costs and expenses of the prevailing Party.

(e) Reservation of Immunities. Nothing herein constitutes a waiver of the protections and immunities in NRS Chapter 41 or any other applicable state and/or federal laws.

(f) No Personal Liability. Each Party agrees that absent clear and convincing evidence of fraud or willful misconduct, no Board member, owner, director, executive, agent, or employee of either Party shall be personally liable for payment or damages under this Agreement, and each Party shall only look to the other Party for payment or performance of the obligations herein.

(g) Further Assurances. The Parties agree to do any act or thing and execute any and all documents or instruments which is or are reasonably necessary or proper to effectuate the provisions and intent of this Agreement; provided, however, neither Party shall have any obligation to agree to changes which (i) materially increase that Party's obligations or materially reduce its rights, or (ii) materially alter the terms of the Agreement, including economic terms.

(h) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and

Powered by BoardOnTrack

such other provision shall remain in full force and effect. In lieu of such invalid, void or illegal provision, there shall be added to this Agreement a provision that is valid and enforceable and as similar (in purpose and effect) to such invalid, void or illegal provision as is reasonably possible.

(i) Survival. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement for a reasonable period of time.

(j) No Third-Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or either of them, and any third party, nor create any third-party beneficiary or fiduciary rights in any third party.

(k) Negotiation; Counsel. Each Party has had a full opportunity to be represented by counsel in this Agreement. No provision in this Agreement shall be construed in either Party's favor based on who drafted or revised that particular provision.

(l) Confidentiality. The Parties shall treat all of the terms of this Agreement, as well as any reasonably confidential and proprietary information of the other Party, confidentially and shall not disclose the terms hereof to any third party other than as required by federal or State law (including NRS Chapter 239), or by the Authorizer, or in order to meet the disclosing Party's obligations under this Agreement.

(m) Force Majeure. Neither Party will be liable for any delay in performance or inability to perform due to acts of God, war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, pandemic, epidemic, quarantine, or other acts or events beyond its reasonable control (which does not include mere financial inability to perform). If a Party encounters a Force Majeure event, it shall immediately contact the other Party and provide all known details regarding the same, and the Parties shall work together reasonably and in good faith to implement temporary measures to address the situation. The Parties acknowledge and agree that there is an existing Force Majeure event in effect as of the Effective Date—i.e., the COVID-19 pandemic—but the Parties do not currently anticipate the pandemic materially interfering in the performance of their obligations hereunder.

(n) Prohibited Persons. Neither Party shall include any persons with whom U.S. citizens and companies are prohibited from conducting business due to federal or state laws concerning, for example, government embargoes, sanctions, terrorism, or money laundering.

(o) Non-Discrimination. Neither Party will discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, disability, or other classification protected by law.

(p) No Boycott. If Manager's annual amount to perform hereunder exceeds $50,000, Manager hereby certifies that it is not currently engaged in, and will not during the Term of this Agreement engage in, a boycott of Israel as defined in NRS 332.065.

(q) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same instrument.

Signatures may be delivered by facsimile or e-mail with the same force and effect as originals.

[*The remainder of this page is intentionally blank and the signature page follows*.]

IN WITNESS WHEREOF, Company and Manager have caused this Agreement to be executed as of the day and year first above written.

Manager

TEACH Inc.,
a California nonprofit corporation

By: Mildred Cunningham
Name: Mildred S. Cunningham
Title: Co-Founder / CEO

Company

TEACH Las Vegas,
a Nevada nonprofit corporation

By:
Name: Trishawn Allison
Title: Board President

Powered by BoardOnTrack

EXHIBIT A TO
MANAGEMENT SERVICES AGREEMENT

Incubation Year Services
(See Sec. 5(b))

1. Competitively bid Food Service, liability insurance, health, dental, vision and life insurance, transportation services, janitorial, nursing, tech support, fiscal back office and other needed services and present proposals with recommendations to the Executive Director. Approval of contracts over $50,000 will require the additional approval of the TEACH LV Board, per fiscal policies.
2. Helping procure all needed materials by obtaining quotes, negotiating prices, and approving purchase orders
3. Prepare necessary policies, plans, handbooks and other materials with the assistance from legal counsel as needed for TEACH LV board review and approval.
4. Complete applications for available grants, lines of credit and E-Rate funding.
5. Attend relevant Nevada trainings relating to charter school & nonprofit operations.
6. Oversee, maintain & manage facilities and facilities related projects & leases to ensure TEACH LV can successfully operate at the prospective school site.
7. Training the Office Manager on enrollment, procurement, human resources, software platforms and other areas as needed.
8. Secure necessary banking relationships for board approval
9. Establish TEACH LV website
10. Conduct board trainings
11. Assist in student recruitment to ensure enrollment goals are met
12. Participate in staff recruitment & interviewing as requested by the Executive Director

EXHIBIT B TO
MANAGEMENT SERVICES AGREEMENT

Evaluation Sample Memo & Calendar
(See Sec. 7(d)(2))

TEACH Public Schools CMO Evaluation

Board Chair:_____
CMO Executive Team: _____
Date:_____

Purpose of Evaluation:

It is the Board's responsibility to hire, manage and support the CMO of the School, and this annual evaluation serves as an important tool in meeting that responsibility. The main purposes of the evaluation are twofold: one, to provide explicit feedback from staff and Board to the CMO on its performance, in order to help it recognize both strengths and areas for improvement, and two, to inform the full Board in a comprehensive way on how the CMO is performing.

Methodology:

The full board and the Executive Director were asked to complete an online, anonymous survey through BoardOnTrack CMO Evaluation tool. In addition, the CMO Executive Team completed a self--evaluation using BoardOnTrack as well.

Executive Summary:

The CMO's performance over the last year has been nothing short of extraordinary. It's rigorous attention to detail, its accessibility to staff, parents and the Board, its clear and organized communication style, its tireless work ethic, and its unsurpassed commitment to TEACH. In a first year of operations that involved no shortage of curveballs and moving parts, the CMO guided the school with patience, creativity, persistence and diligence.

As in any evaluation, there are areas in which the CMO should focus on improving over the coming year. Two areas seem most critical. The first is _____. The second _____.

Evaluation:

The structure of this evaluation is through an examination of the important pieces of the CMO's job at TEACH Las Vegas Charter School. As the CMO bears responsibility for staff contributions to academic performance, mission---aligned school culture, and organizational viability. With the Board, CMO sets short--- and long---term goals for the school and assesses the school's adherence to its mission.

The core of this evaluation is provided within this construct, outlining specific measures that the CMO is responsible for and an evaluation of its performance against those responsibilities. Some of the measures are taken from TEACH Las Vegas Charter School's Accountability Plan, approved by the Board earlier this year and waiting final approval from the Department of Education. For these measures, quantitative data is available to evaluate the School's, and by extension the CMO's, performance.

These measures are **in bold font** below.

The other responsibilities are evaluated qualitatively, largely based on Board perspectives, with additional data provided through the CMO self-evaluation and through input from the direct reports.

Comments from both staff and the board are both integrated within the set of responsibilities below.

I. CORE COMPETENCIES

Demonstrates Integrity

Strengths:

Areas for Improvement:

Summary Comments:

Cultivates a Culture of Excellence

Strengths:

Areas for Improvement:

Summary Comments:

Drives Academic Excellence/Student Performance

Strengths:

Areas for Improvement:

Summary Comments:

II. ROLE SPECIFIC COMPENTENCIES

Leads the Educational Program

Strengths:

Areas for Improvement:

Summary Comments:

Develops and Leads Staff

Strengths:

Areas for Improvement:

Summary Comments:

Manages Organizational Compliance and Administration

Strengths:

Areas for Improvement:

Summary Comments:



Builds and Maintains Family Satisfaction

Strengths:

Areas for Improvement:

Summary Comments:

Manages Financial Performance

Strengths:

Areas for Improvement:

Summary Comments:

Actively Promotes the Organization and Ensures Adequate Resources

Strengths:

Areas for Improvement:

Summary Comments:



Ensures Adequate Facilities

Strengths:

Areas for Improvement:

Summary Comments:

Partners with the Board

Strengths:

Areas for Improvement:

Summary Comments:

Engages the Community

Strengths:

Areas for Improvement:

Summary Comments:

Overall Leadership and Performance

Strengths:

Areas for Improvement:

Summary Comments:

1. Most Significant Accomplishments and Strengths Demonstrated this Year

2. Top three things to do to move organizational forward

3. Key Challenges

4. Final Remarks

Sample 12 Month Work Plan Calendar For CMO Support And

[Signature Page]

Evaluation Committee

4th Quarter
June:

- Form CMO Support and Evaluation Committee
- Committee Conducts end of year CMO Evaluation
- CMO executive team takes self-evaluation survey
- Committee shares CMO's survey results with the Board
- Board takes CMO evaluation survey
- Executive Director takes CMO evaluation survey

1st Quarter
July:

- Finish CMO Evaluation
    - Committee shares Evaluation survey results with Board
    - Committee drafts summary memo of Evaluation process
    - Committee reviews the memo and Evaluation details with the Board
    - Committee and CMO review memo, collaborate to refine CMO goals, introduce CMO development goals for upcoming year

August:

- Committee collaborates with CMO to define goals against which to measure CMO's performance for the year.
- CMO and committee create CMO development plan for year
- Board approves the goals that the CMO and Committee have developed

September:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting.
- Committee works with CMO to sets dates for December and March check-ins and June end-of-year evaluation

2nd Quarter
October:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting

November:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee gathers input for December CMO check-in from board
  CMO completes self-reflection
- Committee plans December CMO check-in conversation
- Committee works with CMO to have staff satisfaction survey

December:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee conducts a structured check-in with CMO before winter break (see November) about what is working or not working with Board-CMO Partnership

3rd Quarter
January:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee reports to Board about December check-in

February:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee gathers input for March CMO check-in from board
- CMO completes self-reflection
- Committee plans CMO March check-in conversation
- Committee works with CMO to have parent satisfaction survey

March:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee uses work from February to conduct a structured CMO check about what is working or not working with board-CMO Partnership

4th Quarter

April

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee reports to board on March check-in
- Committee plans end of year CMO Evaluation

May

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting

---

1. CMO should have a set of annual goals that articulates the key things the organization will do this year towards achieving the promises made in the charter and accountability plan, as well as any additional goals that are related to organizational success.
2. The CMO should clearly articulate when she will need support from the full board and each committee to achieve his or her goals.
3. Articulating CMO goals and board-level goals provides a clear understanding of the management-governance distinction in key areas. If designed correctly, they will help avoid common governance-management conflicts.

Recommended Categories for CMO Goals:

- Students: Attendance, on-time arrival, attrition, retention, demographics, success after graduation.
- Academics: State test, interim assessment, and nationally normed assessment data.

- Staff/Teachers: Recruitment, retention, satisfaction.
- Financials: Cash on hand, surplus, clean audit, grant requirements and grant reporting.
- Facilities: Lease status, debt service, etc.
- Private Fundraising: By source (foundations, corporations, individuals) and renewals vs. new donors.

Ultimately, each of these CMO goals should tie back to a board-level committee that provides oversight and support to help ensure the goal is achieved. In addition, the CMO may also have some "personal" professional development goals that are listed in addition to the organization-wide goals.

2. The board will have a much easier time conducting effective oversight if the CMO reports on goals and metrics by including comparative data, such as:

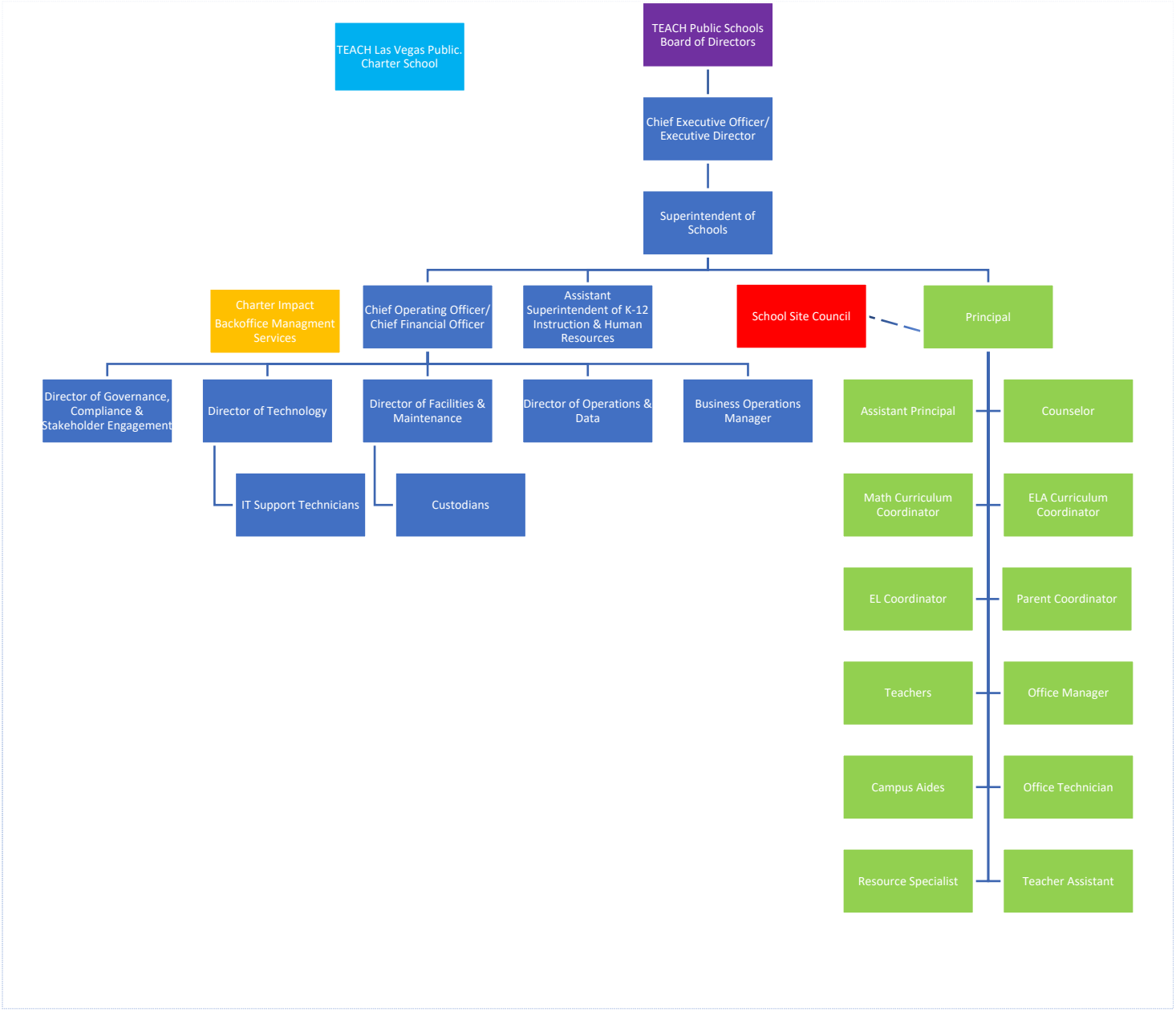
- What was achieved last year
- The sending district (typically, this is a low-bar or baseline).
- A high-bar— a school that is comparable to yours that is proving what is possible to achieve.
- What is in the charter and/or accountability plan so that the board knows whether or not they are on track to achieve/exceed the articulated goal.

Coversheet

2021-2022 Org Chart & New CMO Positions

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: E. 2021-2022 Org Chart & New CMO Positions
Purpose: Vote
Submitted by:
Related Material: TEACH 2019-2020 ORG CHART Charter Impact.pdf
TEACH 2021-2022 ORG CHART.docx
Job Description - Director of IT (DRAFT).docx
Director of Governance Compliance Stakeholder.docx


TEACH Public Schools Board of Directors
Chief Executive Officer/ Executive Director
Superintendent of Schools
Back Office Business Management Services Charter Impact Theresa Thompson
Chief Operating Officer/ Chief Financial Officer
School Site Council
Assistant Superintendent of K-12 Instruction & Human Resources
Director of Development & Special Projects
Director of Facilities & Maintenance
Director of Operations, Data & IT
Business Operations Manager
Principal
Director of Special Education
Family Support Coordinator
Custodians
IT Support Technicians
Assistant Principal
Counselor
Math Curriculum Coordinator
ELA Curriculum Coordinator
EL Coordinator
Dean of Students
Teachers
Office Manager
Campus Aides
Office Technician
Resource Specialist
Teacher Assistant


TEACH Las Vegas Public. Charter School
TEACH Public Schools Board of Directors
Chief Executive Officer/ Executive Director
Superintendent of Schools
Charter Impact Backoffice Managment Services
Chief Operating Officer/ Chief Financial Officer
Assistant Superintendent of K-12 Instruction & Human Resources
School Site Council
Principal
Director of Governance, Compliance & Stakeholder Engagement
Director of Technology
Director of Facilities & Maintenance
Director of Operations & Data
Business Operations Manager
IT Support Technicians
Custodians
Assistant Principal
Counselor
Math Curriculum Coordinator
ELA Curriculum Coordinator
EL Coordinator
Parent Coordinator
Teachers
Office Manager
Campus Aides
Office Technician
Resource Specialist
Teacher Assistant

JOB DESCRIPTION: DIRECTOR OF TECHNOLOGY

ABOUT TEACH PUBLIC SCHOOLS

TEACH Public Schools is a non-profit Charter School Management Organization designed to significantly increase college entrance and graduation rates for underserved students in Los Angeles. Our 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.

POSITION DESCRIPTION

The Director of Technology, as a member of the TEACH Inc. (TEACH Public Schools) manages all Technology aspects of TEACH Public Schools and its related/contracted entities (TEACH Public Schools (CMO) TEACH Tech Charter High School, TEACH Academy of Technologies, TEACH Preparatory Elementary School, TEACH Las Vegas, TEACH Foundation, Cunningham Morris LLC, Wooten Avilia LLC) to support the vision and mission of its schools.

The Director of Technology is a 12-month Salaried Leadership position that is passionate about the mission and commitments of TEACH Public Schools and exhibits this through their leadership, reflection and collaboration to ensure schools' success across the organization. The Technology Director is accountable for delivery of IT strategies, services and operations. Acts as an advisor to management and facilitates the organization's initiatives across the enterprise. Provides guidance on the uses of technology to meet operational, security and business requirements; implements technology to serve clients; implements education-specific technologies.

ESSENTIAL DUTIES AND RESPONSIBILITIES, LISTED BUT NOT LIMITED, BELOW:

- Develops and executes departmental strategies and measures progress toward goal accomplishment aligned with the organizational vision
- Formulates the information technology strategy and long-term information technology direction for the IT Department
- Provides leadership and coaching necessary to attract, develop and retain a highly competent, diverse, customer-oriented staff
- Oversees the administration of comprehensive Technology programs and services including, but not limited to, applications (Google for Education, Edlio, etc.), technical operating and information technology security systems, networking, voice and data communications and technology, website, telecommunications, cellular services, data management and customer support services.
- Identifies changes and trends in education, computer and systems technology and assists senior management with the implementation of changes plus is knowledgeable of federal, state, and local policies and procedures regarding instructional technology
- Collaborate and oversee external vendors and partners while conducting independent work on various IT systems
- Manage, maintain, and negotiate IT related leases and contracts
- Administer and apply for Federal and state grants, including e-Rate the universal service Schools and Libraries Program, commonly known as the E-rate Program
- Manages TEACH Website and ensures regular updates
- Provide guidance to site leaders to improve educational technology throughout the school site through coaching, classroom observations and modeling of classroom instructional strategies and multiple technologies (software/hardware)

- Provides Leadership Guidance and Accountability on:
    - Hardware and software installation, configuration, troubleshooting, maintenance, and upgrades to both computers (Windows, Chromebooks & Mac), portable devices (iPads) and networks (Windows)
    - Setup email users and groups in Active Directory as well as in Google Admin Console
    - Troubleshoot and maintain Printer, Projectors, Document Cameras, IP Phones and Copier equipment
    - Using a variety of communication methods provides online support and assistance to users, Help Desk support and remote control of user systems as directed.
    - Responds in a timely manner to technical support requests maintained in TEACH's OfficeBooks online work order system, as well as documents support provided and follow-up, should it be required.
    - Maintaining records and prepare reports related to equipment inventory, maintenance, installations, warranties and system defects.
        - Equipment inventory must be regularly maintained and shared with Director of Data & IT and School Leaders.
    - Track status of required repair and maintenance.
    - Diagnosing and assist in troubleshooting LAN and WAN network problems
    - Ensures daily operation of all TEACH campus internet/networks for students learning and testing (Wireless Networking and Connectivity Troubleshooting).
    - New user and equipment deployment setup, including providing and installing of all required software as prescribed by TEACH Public Schools.
- Communicate effectively with school personnel to coordinate activities where IT resources are needed and provide technical assistance.
- Assist School Leaders in educating staff on usage of technology (operation and care of computer equipment, hardware, and software) through the regularly scheduled professional development
- Participate in discussions involving vendors, suppliers and TEACH personnel regarding parts, equipment and program operations and new technology
- Perform other related job duties as assigned

QUALIFICATIONS

Education and Experience:

- B.A./B.S. in computer science, information systems, electrical engineering, or a related field
- 6+ years of progressively responsible experience in information and technology systems; at least three of which were in a supervisory or program management capacity and preferably in an education environment
- CompTIA A+, CompTIA Project+, and/or Cisco Certified Network Professional (CCNP) Certifications are a plus

Skills, Beliefs, and Mindset:

- Passion for improving urban public education and a willingness to make a long-term commitment to K-12 education
- Experience with Microsoft Office (ex. Word, Excel, PowerPoint), MacOS, iOS, Windows OS, MacBook's, iPads and PC laptops.
- Ability to lift and move equipment up to 50lbs, sit for a long period of time, see and read a computer screen and printed materials with or without visual aids, verbal communications including the ability to speak and hear at normal room and ability to work in busy and noisy environments
- Excellent interpersonal skills and demonstrated success in building trusting relationships with teachers and school site administrators.
- Ability to set priorities and manage multiple projects simultaneously while meeting customer expectations.
- Strong customer service orientation, responding to customer needs in a timely manner
- Proficient knowledge of computer hardware and software systems and program installation.
- Analytical and problem-solving skills.
- Strong oral and writing skills.
- Ability to learn quickly.
- Flexibility to adapt to constantly changing environments.

DISCLAIMER: This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required Management reserves the rights to add, modify, change or rescind the work assignments of different positions and to make reasonable

accommodations so that qualified employees can perform the essential functions of the job. Nothing in this position description changes the at-will employment relationship existing between the Institution and its employees.

Director of Governance, Compliance & Stakeholder Engage

The Director of Governance, Compliance & Strategy, as a member of the TEACH Inc. (TEACH Public Schools) manages all governance and compliance functions of TEACH Public Schools and its related/contracted entities (TEACH Public Schools (CMO) TEACH Tech Charter High School, TEACH Academy of Technologies, TEACH Preparatory Elementary School, TEACH Las Vegas, TEACH Foundation, Cunningham Morris LLC, Wooten Avilia LLC) to support the vision and mission of its schools.

Responsibilities:

Non-Profit Governance
This position will be responsibility for overseeing the governance operations of TEACH Inc. Public Non-Profit, TEACH Foundation Private Non Profit and its related and contracted affiliates under the supervision of the TEACH Public School CFO/COO. Works collaboratively with the Board of Directors of TEACH Inc. and its related entities as stewards of TEACH Public Schools. Promotes understanding and good-working relationships between the Board of Directors, staff & stakeholders. Provides direction and communicates to the Board on all TEACH related matters. Ensures compliance of all policies, procedures, and directions. The Director will be responsibility for:

- Managing and overseeing the BoardOnTrack platform for all TEACH entities.
- Meeting Logistics- schedule, create and post all agenda and related materials, attend and record minutes the board, committee, school site council, ELAC and other required meetings.
- Ensure meetings comply with the Brown Act and any other Opening Meeting Laws or legal requirement.
- Support and arrange for board development and training, including annual Brown Act training, board member orientation, ect.
- Collect all agenda attachments and post final agendas per legal requirements.
- Work with staff in preparing board materials to ensure they are high quality and ready for public presentation.
- Manage all governance materials and ensure documents are organized and secure

Operations Leadership

Provide technical support and management to all operations staff, with particular focus on legal and internal policy compliance for: student recruitment; family engagement planning, enrollment and student records; human resources, payroll, and credential management; scheduling, meals programs and receipts; physical plants; procurement; security and school safety programs; external reporting and regulatory compliance; asset tracking. Will lead the annual authorizer oversight on behalf of the CMO working closely with TEACH's schools to ensure a successful oversight report (scores of 3-4 on governance & operations on the annual LAUSD oversight report).

External Reporting and Compliance
Support COO/CFO in ensuring compliance with state and federal regulations; ensure that all required financial reports are submitted in a timely and accurate manner; monitor management/lease/charter agreements, with particular attention to financial reporting requirements; and maintain effective working relationship with the authorizer, the state, and other regulatory and oversight agencies. Support with grant writing and reporting. Ensure the continued viability of all TEACH Public Schools entities, including charter renewal.

Legal
Assist CFO/COO with any legal issues, including potential or pending litigation with insurance, outside counsel and the TEACH Board of Directors.

Stakeholder Engagement
This position will be the primary liaison between the CMO and its stakeholders. Ensure good working relationships with all TEACH stakeholders (families, staff, community members, authorizer, local politicians & school board, ect) with meaningful regular communication, invitations to school events & meetings, meeting with local politicians and school board members and their staff. The Director will be an advocate and cheer leader for TEACH with the public.

Required Qualifications:

- Candidates must have a Bachelor's degree (an MBA, MPA, JD or other relevant advanced certification preferred)
- Charter school experience preferred
- Minimum 2 years of directly related experience, preferably in an operations department of a non-profit or educational organization

- Prior school site operations experience at a Charter Management Organization (CMO) a plus
- Experience working in a fast-paced educational environment, nonprofit or social enterprise
- Ability to apply critical thinking skills to complex systems and operations in a highly regulated industry
- Strong technical writing and editing skills

Coversheet

Public Policy Charter School Merger or Acquisition / Limited Service Agreement

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	F. Public Policy Charter School Merger or Acquisition / Limited Service Agreement
Purpose:	Vote
Submitted by:	
Related Material:	DOCS-#4390471-v5-Limited Services Agreement copy.DOCX

LIMITED SERVICES AGREEMENT

THIS LIMITED SERVICES AGREEMENT ("Agreement") is entered into and executed as of _____, 2021 ("Effective Date") by and between Public Policy Charter School, a California nonprofit public benefit corporation ("PPCS") and TEACH, Inc., a California nonprofit public benefit corporation ("TEACH") with respect to the following recitals:

A. PPCS is organized for charitable purposes to operate and manage one or more California public charter schools. PPCS currently operates a public charter school of the same name, at a single location. PPCS is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.

B. TEACH is organized for charitable purposes. TEACH is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.

C. PPCS and TEACH (collectively the "Parties" and each a "Party") are exploring options whereby TEACH may eventually acquire the rights to hold and operate the charter school now held and operated by PPCS.

D. The Parties seek to enter this Agreement in order for TEACH to deliver task-related services to PPCS that are performed at the direction of the Board of Directors of PPCS and for which the Board of Directors of PPCS retains ultimate decision-making authority.

E. The Parties acknowledge that entering into this Agreement benefits and furthers the charitable purposes of each Party by allowing TEACH to support PPCS and its public charter school, thereby allowing PPCS to focus on charter school instruction and management.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Limited Services Provided by TEACH. TEACH shall provide limited services, including the staff necessary to provide the services, to PPCS in a manner consistent with the terms of its charter and agreements with its authorizer, the Los Angeles Unified School District. TEACH's limited services shall include the task-related support services set forth in the Description of Limited Services attached as "Exhibit A" to this Agreement (the "Services"). The Parties may mutually agree to add or modify TEACH's Services at any time by amending Exhibit A; provided, however, that the Parties may also adjust the compensation paid to TEACH commensurately pursuant to Section 4.d., if necessary.

2. Relationship of the Parties and Scope of Authority. The relationship between the Parties created by this Agreement is that of a services independent contractor; not a partnership, joint venture, or employment relationship. TEACH is not obligated to devote all of its time or efforts to PPCS, but shall devote the time, effort, and skill reasonably necessary to provide the Services to PPCS. TEACH reserves the right to sub-contract with a third party for the provision of any of the Services. The Services that TEACH provides to PPCS pursuant to this Agreement are task-related services and shall not extend to management or governance of PPCS, and the Services shall be performed at the direction of the Board of Directors of PPCS and for which the Board of Directors of PPCS retains ultimate decision-making authority.

3. Term. The term of this Agreement shall commence on _____, 2021 and continue through June 30, 2021, and shall then automatically renew for consecutive one (1) year terms, subject to any amendments to the Services described in Exhibit A as provided in Section 1. This Agreement may be amended or terminated in accordance with the terms contained herein.

4. Compensation. As compensation for the Services, PPCS shall pay TEACH a monthly fee of $3,000.00, which the parties have determined is reasonable and fair. At any time during the term of this Agreement, TEACH reserves the right to propose adjustments to increase or decrease the annual fee, taking into account that TEACH is a 501(c)(3) tax-exempt nonprofit services provider. The Parties shall negotiate any such adjustments in good faith, and any adjustment of the annual fee shall be documented in writing approved by the Board of Directors of PPCS.

5. Cooperation. PPCS shall make available to TEACH, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for TEACH's services under this Agreement. PPCS staff members, and the Board of Directors of PPCS as necessary, shall work closely and cooperatively with TEACH to facilitate the effective performance and delivery of TEACH's services.

6. Student Records. TEACH shall be designated as having a legitimate educational interest in accessing PPCS's student educational records as that term is defined by, and for purposes of, the Family Educational Rights and Privacy Act ("FERPA"), thereby allowing TEACH to receive personally identifiable information regarding students from PPCS in order to provide its Services. TEACH shall not use or disclose pupil records received from or on behalf of PPCS except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by PPCS. TEACH shall protect the pupil records it receives from or on behalf of PPCS no less rigorously than it protects its own Confidential Information.

7. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce commercially reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of "Confidential Information," as defined below.

a. "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, student information, and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to PPCS under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory

authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The confidentiality provisions in this Section 7 shall remain in full force and effect after the termination of this Agreement.

8. Independent Contractor. Nothing in this Agreement shall confer upon any TEACH or PPCS employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. TEACH employees providing services to PPCS shall be and remain employed by TEACH and shall at all times be subject to the direction, supervision and control of TEACH. PPCS employees shall be and remain employed by PPCS and shall at all times be subject to the direction, supervision and control of PPCS.

b. PPCS shall not have any right to terminate the employment of any TEACH employee providing services to PPCS. PPCS shall not have any right to terminate the employment of any TEACH employee.

c. The Parties agree that TEACH shall not lease its employees to PPCS. PPCS shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. PPCS shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that PPCS shall oversee and may consult with TEACH and TEACH will assist with providing payroll and related services pursuant to the scope of Services.

d. TEACH certifies that any of its employees who perform school-site services for PPCS, or who may have substantial contact with students as determined by PPCS in its reasonable discretion, shall be screened in compliance with Education Code Section 45125.1, and all other applicable requirements for school-site services.

9. Insurance.

a. PPCS shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. PPCS shall name TEACH as an additional insured under all PPCS policies.

b. TEACH shall procure and maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

10. Termination.

a. Either Party may terminate this Agreement without cause or a financial penalty upon thirty (30) days' written notice to the other Party.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon thirty (30) days' written notice to the other Party. Such written notice shall identify the breach and provide fifteen (15) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of TEACH and PPCS in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to this Agreement) to address such change. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least thirty (30) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. PPCS shall pay TEACH any due and unpaid portion of TEACH's fee for Services performed by TEACH until the effective date of termination;

ii. TEACH shall provide reasonable assistance to PPCS to transition to another service provider, during which time PPCS shall reimburse TEACH for all reasonable expenses incurred by TEACH in providing such transition assistance; and,

iii. As soon as practicable, TEACH shall return to PPCS and/or destroy, as appropriate, all student-related, confidential, fiscal, and other records of PPCS that are maintained by TEACH.

11. Liability. PPCS shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on TEACH any liability arising out of the operations of PPCS or its school, except as such liability may result from the provision of TEACH's services. TEACH is acting solely as the agent of PPCS in performing services under this Agreement.

12. Indemnification. To the extent allowed by law, the Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

13. Board Approval. The Boards of Directors or Executive Directors for each Party have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under

similar circumstances, and have determined that the compensation to be paid by PPCS for TEACH's Services is fair and reasonable.

14. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

15. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation or arbitration.

16. Attorneys' Fees. In the event any action at law or in equity or other proceeding is brought to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

17. Notice. All notices, requests, offers, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To TEACH:	TEACH, Inc. ___ ___ Attn: __ Email: _____ _____	To PPCS:	PPCS __ ____ Attn: ___ Email: _____

18. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

19. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Exhibit A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly by designees of Board of Directors of each Party at any time, and shall be brought to the Board of Directors of each Party respectively to approve or ratify.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.

21. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

23. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

24. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned have been duly authorized to execute this Agreement.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

Public Policy Charter School, a California Nonprofit Public Benefit Corporation	TEACH, INC., a California Nonprofit Public Benefit Corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

DESCRIPTION OF LIMITED SERVICES

This Description of Limited Services is governed by and subject to the Limited Services Agreement ("Agreement"), the terms of which are incorporated herein, by and between TEACH, INC., a California nonprofit public benefit corporation ("TEACH") and Public Policy Charter School, a California nonprofit public benefit corporation ("PPCS").

Any capitalized terms used in this Description of Limited Services and not otherwise defined herein shall have the same meaning as in the Agreement. If there is a conflict between the Agreement and this Description of Limited Services, this Description of Limited Services shall prevail. This Description of Limited Services terminates with the Agreement.

1. Student Recruitment and Community Outreach: Provide PPCS with recruitment planning and support, and community relations and outreach. Support PPCS in the development of marketing strategies, management of public relations, community outreach to parents and community members through local organizations in target communities, oversight of PPCS's local community relationship building, and political advocacy/lobbying consistent with PPCS's tax-exemption and charitable educational purposes.

2. Facilities Support and Relocation Services: Support PPCS with procurement of school facilities, including coordination with real estate and financial consultants to identify facilities for PPCS, negotiation and execution of financing for lease and/ or purchase of facilities, identifying and evaluating potential school locations, meet with landlords and brokers, and provide support with recommendations to staff.

3. Evaluate Merger or Acquisition Options: Support PPCS with evaluation of potential options for mergers with or acquisition by another charter school operator, and support for any charter material revision process associated with a transaction of that nature.

Coversheet

E-Rate Agreement

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	G. E-Rate Agreement
Purpose:	Vote
Submitted by:	
Related Material:	E-rate FY2021 TEACH Public Schools - L2.pdf Teach Public School Spectrum Response for TEACH_Public_Schools.pdf

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Bonny Thompson
Phone: (562) 677-0472 ext:
Cell Phone: +1 5624169548
Email: bonny.thompson@charter.com

Order # 12437754

Customer Information: Customer Code		
Business Name	TEACH PUBLIC SCHOOLS	**Customer Type:**
Billing Address **Attention To:** 1846 W Imperial Hwy LOS ANGELES CA 90047		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Shawnna Lawson	(323) 872-0808	accountspayable@teachps.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Enrique Robles	(323) 872-0808	erobles@teachps.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Enrique Robles	(323) 872-0808	erobles@teachps.org

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Fiber Internet and Ethernet Service Order Information For 10600 S Western Ave Los Angeles CA 90047

Site Name	Address Location	Location Type	Bandwidth
	10600 S Western Ave Los Angeles, CA 90047		

Fiber Internet and Ethernet Service Order Information For 10616 S Western Ave Los Angeles CA 90047

Site Name	Address Location	Location Type	Bandwidth
	10616 S Western Ave Los Angeles, CA 90047		

Fiber Internet and Ethernet Service Order Information For 8505 S Western Ave Los Angeles CA 90047

Site Name	Address Location	Location Type	Bandwidth
	8505 S Western Ave Los Angeles, CA 90047		

Fiber Internet and Ethernet Service Order Information For 10000 S Western Ave Los Angeles CA 90047

Site Name	Address Location	Location Type	Bandwidth
	10000 S Western Ave Los Angeles, CA 90047		

Fiber Internet and Ethernet Service Order Information For 10045 S Western Ave Los Angeles CA 90047

Site Name	Address Location	Location Type	Bandwidth
	10045 S Western Ave Los Angeles, CA 90047		

Current Services and Monthly charges At 10000 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total
Dia1G	1	$850.00	$850.00
E MS1000M	1	$0.00	$0.00
Ql5Stat IP	1	$0.00	$0.00
Data Term - 1 YR	1	$0.00	$0.00
***Total**			**$850.00**

*Prices do not include taxes and fees.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial
Powered by BoardOnTrack

Spectrum ENTERPRISE

Current Services and Monthly charges At 8505 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total
Comml Accnt	1	$0.00	$0.00
Data Term - 1 YR	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 10616 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total
Data Term - 1 YR	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 10045 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
ELAN Intrastate 1 Gbps	1	$347.50	$347.50	36 Months
Fiber Internet 1Gbps	1	$800.00	$800.00	36 Months
***Total**			**$1,147.50**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 10616 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
ELAN Intrastate 1 Gbps	1	$347.50	$347.50	36 Months
Fiber Internet 1Gbps	1	$800.00	$800.00	36 Months
***Total**			**$1,147.50**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 8505 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
ELAN Intrastate 1 Gbps	1	$347.50	$347.50	36 Months
Fiber Internet 1Gbps	1	$800.00	$800.00	36 Months
***Total**			**$1,147.50**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 10000 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 1 Gbps	1	$347.50	$347.50	36 Months
***Total**			**$347.50**	

*Prices do not include taxes and fees.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial
Powered by BoardOnTrack

Spectrum ENTERPRISE

New and Revised Services and Monthly Charges At 10600 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 1 Gbps	1	$347.50	$347.50	36 Months
***Total**			**$347.50**	

*Prices do not include taxes and fees.

One Time fees At 8505 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Total
Installation	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

One Time fees At 10000 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Total
Installation	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

One Time fees At 10045 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Total
Installation	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

One Time fees At 10600 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Total
Installation	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

One Time fees At 10616 S Western Ave , Los Angeles CA 90047

Description	Quantity	Sales Price	Total
Installation	1	$0.00	$0.00
Total			**$0.00**

*Prices do not include taxes and fees.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial
Powered by BoardOnTrack

Spectrum ENTERPRISE

Special Terms

California Teleconnect Fund (CTF) Contingency.

If state funding for the California Teleconnect Fund (CTF) is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company (USAC), Universal Service Administrative Company (USAC), administrators of E-Rate funding, Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF.

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Customer	**Charter Communications Operating, LLC** **By: Charter Communications, Inc. its Manager**
Printed Name	**Printed Name**
Date	**Date**

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	**On-Net**			**Off-Net**
	Metro	**Regional**	**National**	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

[1] *"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.*

[2] *"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.*

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

©2017, 2018 Charter Communications. All Rights Reserved.

Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Powered by BoardOnTrack

Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

©2017, 2018 Charter Communications. All Rights Reserved.

Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

©2017, 2018 Charter Communications. All Rights Reserved.

Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Powered by BoardOnTrack

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

©2017, 2018 Charter Communications. All Rights Reserved.

Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

©2017, 2018 Charter Communications. All Rights Reserved.

Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Powered by BoardOnTrack

Spectrum ENTERPRISE

Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): TEACH PUBLIC SCHOOLS

Billing Address: ******6901

1846 W Imperial Hwy

LOS ANGELES CA 90047

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic**. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits **listed on the attached Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic**.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: (323) 872-0808 Email: erobles@teachps.org

© 2016-2020 Charter Communications, all rights reserved

Spectrum Enterprise

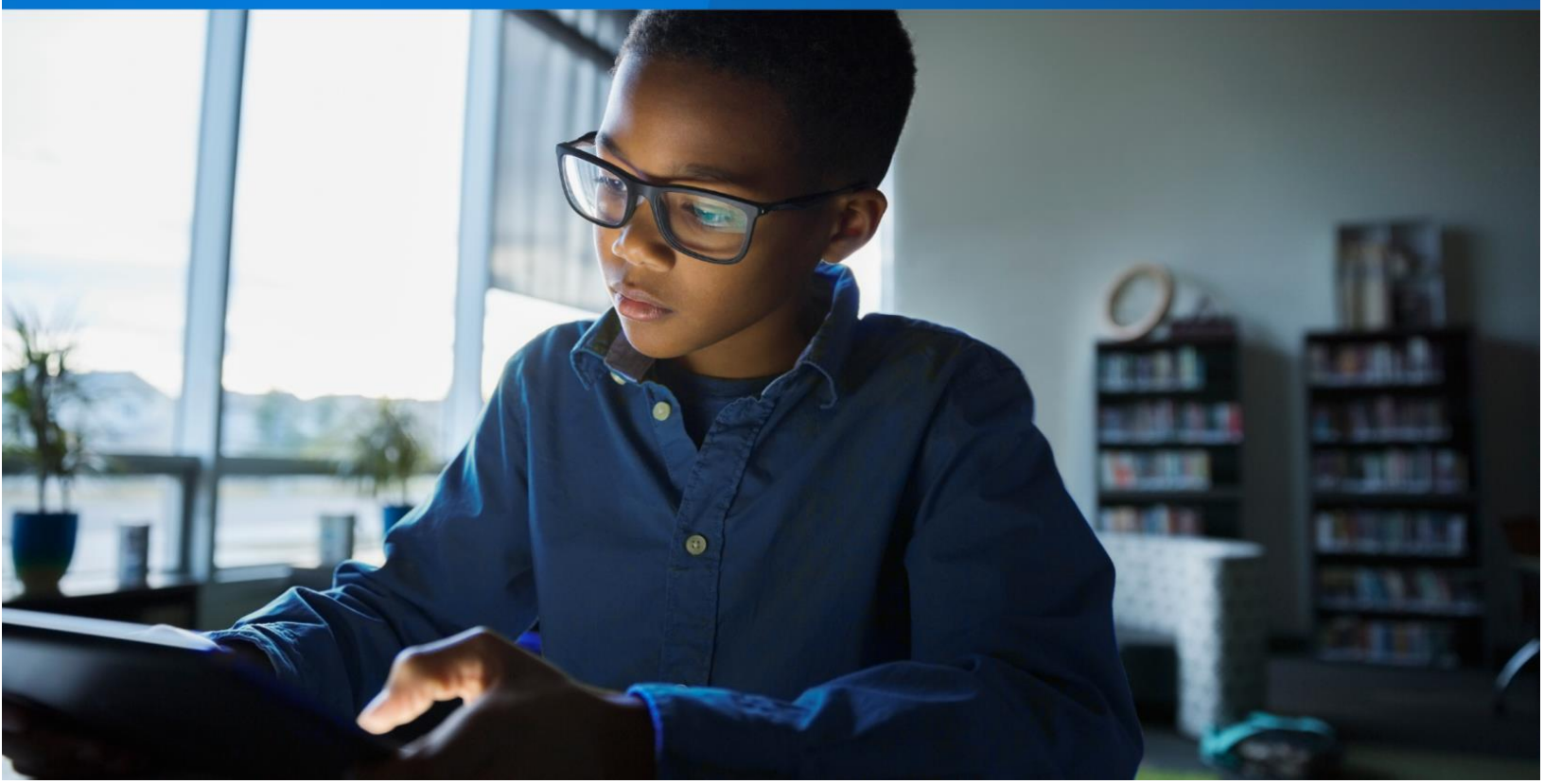
Proposal for TEACH Public Schools

Form 470 Number: 210026087

Submission Date: 3/24/2021

Presented To:
Enrique Robles
Director of Operations, Data & Technology
10000 S. Western Ave
Los Angeles, CA 90047
erate@teachps.org

Presented By:
Ms. Bonny Thompson
Strategic Account Manager - Gov't/Ed
17777 Center Court Dr.
Cerritos, CA 90703
(562) 677-0472
bonny.thompson@charter.com



Charter Communications Operating, LLC SPIN: 143050436

Spectrum ENTERPRISE

Wednesday, March 24, 2021

Enrique Robles
Director of Operations, Data & Technology
TEACH Public Schools
10000 S. Western Ave
Los Angeles, CA 90047
erate@teachps.org

Dear Mr. Robles:

Spectrum Enterprise[1] is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Ethernet that will enable TEACH Public Schools to meet its technology needs.

Continuing our partnership ensures TEACH Public Schools will continue to benefit from a strong telecommunications foundation, and maximizes TEACH Public Schools ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. As you are aware, Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country making us one of the top service providers within the E-rate program.

Thank you for the opportunity to submit this response to your RFP. We are available to discuss our submission in further detail at your convenience.

Sincerely,

Irwin Whistler
Irwin Whistler (Mar 22, 2021 09:32 PDT)

[1] Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by TEACH Public Schools or otherwise be sufficient to create a binding contract between TEACH Public Schools and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at https://enterprise.spectrum.com/legal/se-terms-and-conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by TEACH Public Schools based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Enterprise Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

Spectrum ENTERPRISE

TABLE OF CONTENTS

Terms Of Offer 3
Terms and Abbreviations 5
Executive Summary 6
Spectrum Service Proposal 8
Fiber Internet Access (FIA) 13
Ethernet Services 15
Ethernet Private Local Area Network overview 17

Spectrum ENTERPRISE

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

MANAGED NETWORKS SERVICES TERMS	ABBREVIATION
UNIFIED THREAT MANAGEMENT	UTM

EXECUTIVE SUMMARY

Spectrum Enterprise (“Spectrum”), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide TEACH Public Schools with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today’s challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today’s technology more affordable.

Spectrum’s Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- rules and regulations to participate in the program
- billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the

solutions we are quoting TEACH Public Schools will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- **Sales Engineering:** trained technical experts who customize designs based on your needs.
- **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- **Network Operations Center:** Spectrum staff that continuously monitors the network

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- Will be available to address program questions, or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience, and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with TEACH Public Schools, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

Spectrum ENTERPRISE

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- final engineering, design and site visits; and
- acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 12, 36, or 60 Month Initial Order Term

A: LOCATION ADDRESS	Product	Speed	Term	QTY	MRC Each	OTC Each
10616 S Western Ave, Los Angeles CA	FIA	1G	12	1	$850.00	$0.00
	FIA	2G	12	1	$2,800.00	$0.00
	FIA	5G	12	1	$4,800.00	$0.00
	FIA	10G	12	1	$5,300.00	$0.00
	Static IP	5	12	1	$0.00	$0.00
10616 S Western Ave, Los Angeles CA	FIA	1G	36	1	$800.00	$0.00
	FIA	2G	36	1	$2,080.00	$0.00
	FIA	5G	36	1	$2,300.00	$0.00
	FIA	10G	36	1	$4,800.00	$0.00
	Static IP	5	36	1	$0.00	$0.00
10616 S Western Ave, Los Angeles CA	FIA	1G	60	1	$750.00	$750.00
	FIA	2G	60	1	$1,820.00	$0.00
	FIA	5G	60	1	$3,050.00	$0.00
	FIA	10G	60	1	$4,100.00	$0.00
	Static IP	5	60	1	$0.00	$0.00
10616 S Western Ave, Los Angeles CA	ELAN	1G	12	1	$900.00	$0.00
	ELAN	2G	12	1	$900.00	$0.00
	ELAN	5G	12	1	$1,055.00	$0.00
	ELAN	10G	12	1	$1,055.00	$0.00
10616 S Western Ave, Los Angeles CA	ELAN	1G	36	1	$347.50	$0.00
	ELAN	2G	36	1	$536.50	$0.00
	ELAN	5G	36	1	$536.50	$0.00
	ELAN	10G	36	1	$536.50	$0.00
10616 S Western Ave, Los Angeles CA	ELAN	1G	60	1	$387.50	$0.00
	ELAN	2G	60	1	$530.00	$0.00

	ELAN	5G	60	1	$530.00	$0.00
	ELAN	10G	60	1	$530.00	$0.00
10600 S Western Ave, Los Angeles CA	FIA	1G	12	1	$850.00	$0.00
	FIA	2G	12	1	$2,800.00	$0.00
	FIA	5G	12	1	$4,800.00	$0.00
	FIA	10G	12	1	$5,300.00	$0.00
	Static IP	5	12	1	$0.00	$0.00
10600 S Western Ave, Los Angeles CA	FIA	1G	36	1	$800.00	$0.00
	FIA	2G	36	1	$2,080.00	$0.00
	FIA	5G	36	1	$2,300.00	$0.00
	FIA	10G	36	1	$4,800.00	$0.00
	Static IP	5	36	1	$0.00	$0.00
10600 S Western Ave, Los Angeles CA	FIA	1G	60	1	$750.00	$750.00
	FIA	2G	60	1	$1,820.00	$0.00
	FIA	5G	60	1	$3,050.00	$0.00
	FIA	10G	60	1	$4,100.00	$0.00
	Static IP	5	60	1	$0.00	$0.00
10600 S Western Ave, Los Angeles CA	ELAN	1G	12	1	$900.00	$0.00
	ELAN	2G	12	1	$900.00	$0.00
	ELAN	5G	12	1	$1,055.00	$0.00
	ELAN	10G	12	1	$1,055.00	$0.00
10600 S Western Ave, Los Angeles CA	ELAN	1G	36	1	$347.50	$0.00
	ELAN	2G	36	1	$536.50	$0.00
	ELAN	5G	36	1	$536.50	$0.00
	ELAN	10G	36	1	$536.50	$0.00
10600 S Western Ave, Los Angeles CA	ELAN	1G	60	1	$387.50	$0.00
	ELAN	2G	60	1	$530.00	$0.00
	ELAN	5G	60	1	$530.00	$0.00
	ELAN	10G	60	1	$530.00	$0.00
8505 S Western Ave, Los Angeles CA	FIA	1G	12	1	$850.00	$0.00
	FIA	2G	12	1	$2,800.00	$0.00
	FIA	5G	12	1	$4,800.00	$0.00
	FIA	10G	12	1	$5,300.00	$0.00
	Static IP	5	12	1	$0.00	$0.00
8505 S Western Ave, Los Angeles CA	FIA	1G	36	1	$800.00	$0.00
	FIA	2G	36	1	$2,080.00	$0.00
	FIA	5G	36	1	$2,300.00	$0.00

	FIA	10G	36	1	$4,800.00	$0.00
	Static IP	5	36	1	$0.00	$0.00
8505 S Western Ave, Los Angeles CA	FIA	1G	60	1	$750.00	$750.00
	FIA	2G	60	1	$1,820.00	$0.00
	FIA	5G	60	1	$3,050.00	$0.00
	FIA	10G	60	1	$4,100.00	$0.00
	Static IP	5	60	1	$0.00	$0.00
8505 S Western Ave, Los Angeles CA	ELAN	1G	12	1	$900.00	$0.00
	ELAN	2G	12	1	$900.00	$0.00
	ELAN	5G	12	1	$1,055.00	$0.00
	ELAN	10G	12	1	$1,055.00	$0.00
8505 S Western Ave, Los Angeles CA	ELAN	1G	36	1	$347.50	$0.00
	ELAN	2G	36	1	$536.50	$0.00
	ELAN	5G	36	1	$536.50	$0.00
	ELAN	10G	36	1	$536.50	$0.00
8505 S Western Ave, Los Angeles CA	ELAN	1G	60	1	$387.50	$0.00
	ELAN	2G	60	1	$530.00	$0.00
	ELAN	5G	60	1	$530.00	$0.00
	ELAN	10G	60	1	$530.00	$0.00
10000 S Western Ave, Los Angeles CA	FIA	1G	12	1	$850.00	$0.00
	FIA	2G	12	1	$2,800.00	$0.00
	FIA	5G	12	1	$4,800.00	$0.00
	FIA	10G	12	1	$5,300.00	$0.00
	Static IP	5	12	1	$0.00	$0.00
10000 S Western Ave, Los Angeles CA	FIA	1G	36	1	$800.00	$0.00
	FIA	2G	36	1	$2,080.00	$0.00
	FIA	5G	36	1	$2,300.00	$0.00
	FIA	10G	36	1	$4,800.00	$0.00
	Static IP	5	36	1	$0.00	$0.00
10000 S Western Ave, Los Angeles CA	FIA	1G	60	1	$750.00	$750.00
	FIA	2G	60	1	$1,820.00	$0.00
	FIA	5G	60	1	$3,050.00	$0.00
	FIA	10G	60	1	$4,100.00	$0.00
	Static IP	5	60	1	$0.00	$0.00
10000 S Western Ave, Los Angeles CA	ELAN	1G	12	1	$900.00	$0.00
	ELAN	2G	12	1	$900.00	$0.00
	ELAN	5G	12	1	$1,055.00	$0.00

	ELAN	10G	12	1	$1,055.00	$0.00
10000 S Western Ave, Los Angeles CA	ELAN	1G	36	1	$347.50	$0.00
	ELAN	2G	36	1	$536.50	$0.00
	ELAN	5G	36	1	$536.50	$0.00
	ELAN	10G	36	1	$536.50	$0.00
10000 S Western Ave, Los Angeles CA	ELAN	1G	60	1	$387.50	$0.00
	ELAN	2G	60	1	$530.00	$0.00
	ELAN	5G	60	1	$530.00	$0.00
	ELAN	10G	60	1	$530.00	$0.00
10045 S Western Ave, Los Angeles CA	FIA	1G	12	1	$850.00	$0.00
	FIA	2G	12	1	$2,800.00	$0.00
	FIA	5G	12	1	$4,800.00	$0.00
	FIA	10G	12	1	$5,300.00	$0.00
	Static IP	5	12	1	$0.00	$0.00
10045 S Western Ave, Los Angeles CA	FIA	1G	36	1	$800.00	$0.00
	FIA	2G	36	1	$2,080.00	$0.00
	FIA	5G	36	1	$2,300.00	$0.00
	FIA	10G	36	1	$4,800.00	$0.00
	Static IP	5	36	1	$0.00	$0.00
10045 S Western Ave, Los Angeles CA	FIA	1G	60	1	$750.00	$750.00
	FIA	2G	60	1	$1,820.00	$0.00
	FIA	5G	60	1	$3,050.00	$0.00
	FIA	10G	60	1	$4,100.00	$0.00
	Static IP	5	60	1	$0.00	$0.00
10045 S Western Ave, Los Angeles CA	ELAN	1G	12	1	$900.00	$0.00
	ELAN	2G	12	1	$900.00	$0.00
	ELAN	5G	12	1	$1,055.00	$0.00
	ELAN	10G	12	1	$1,055.00	$0.00
10045 S Western Ave, Los Angeles CA	ELAN	1G	36	1	$347.50	$0.00
	ELAN	2G	36	1	$536.50	$0.00
	ELAN	5G	36	1	$536.50	$0.00
	ELAN	10G	36	1	$536.50	$0.00
10045 S Western Ave, Los Angeles CA	ELAN	1G	60	1	$387.50	$0.00
	ELAN	2G	60	1	$530.00	$0.00
	ELAN	5G	60	1	$530.00	$0.00
	ELAN	10G	60	1	$530.00	$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

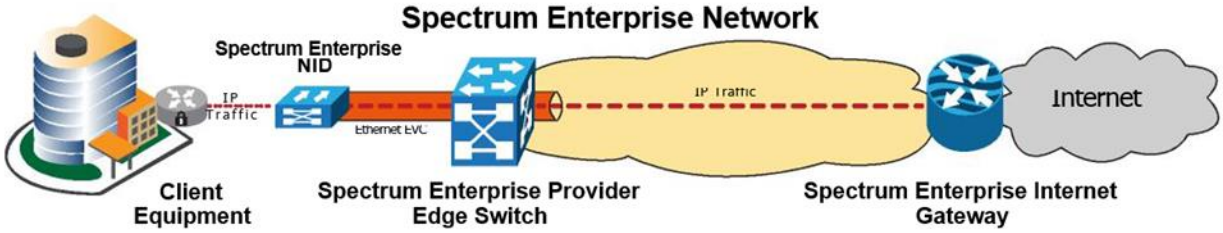
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we provide 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics offer availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network



Spectrum ENTERPRISE

PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, noncircuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6

Spectrum ENTERPRISE

ETHERNET SERVICES

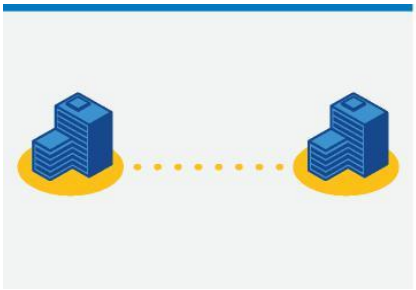
Link your locations with nationwide reach, leverage bandwidth-intensive applications, connect to leading cloud service providers and fortify your business continuity plans. Do it all with customized Ethernet Services from Spectrum Enterprise.

Ethernet Services Overview

Simplify your wide-area network (WAN) infrastructure for secure, seamless collaboration. Cost-effectively connect your locations with simple, flat-rate pricing. Empower your IT staff with network visibility via a secure Ethernet services portal providing real-time status updates and reporting capabilities.

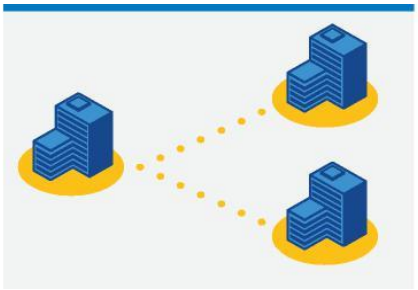
Ensure network reliability by partnering with one of the largest Ethernet providers in the U.S. with more MEF CECP 2.0-certified professionals than any other provider. This means your evolving business can depend on Ethernet services from an industry leader with a robust, fiber-rich network and highly competitive service-level agreements.

MEF CE 2.0-certified topologies for any business



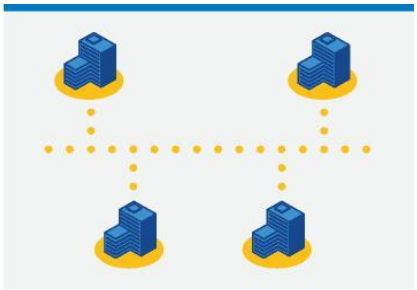
Point-to-point
Ethernet Private Line (EPL)

For businesses with two locations, EPL is a cost-effective, reliable, high-capacity business Ethernet solution. EPL connects client premises equipment (CPE) with a lower-cost User Network Interface (UNI), making it a smart alternative to traditional TDM private-line service.



Point-to-multipoint
Ethernet Virtual Private Line (EVPL)

EVPL offers a reliable, high-bandwidth and cost-effective alternative to legacy TDM private-line, frame-relay or ATM service. It enables companies with a central office and satellite locations to communicate and collaborate seamlessly on one robust, secure network.



Multipoint-to-multipoint
Ethernet Private LAN (EP-LAN)

Combining the privacy of traditional ATM/frame-relay or private-line service with the performance and resiliency of IP VPN, EP-LAN is ideal for connecting multiple campuses. Now, widespread locations can share one seamless, secure network with the bandwidth to elevate productivity and efficiency to new levels.



PRODUCT BRIEF

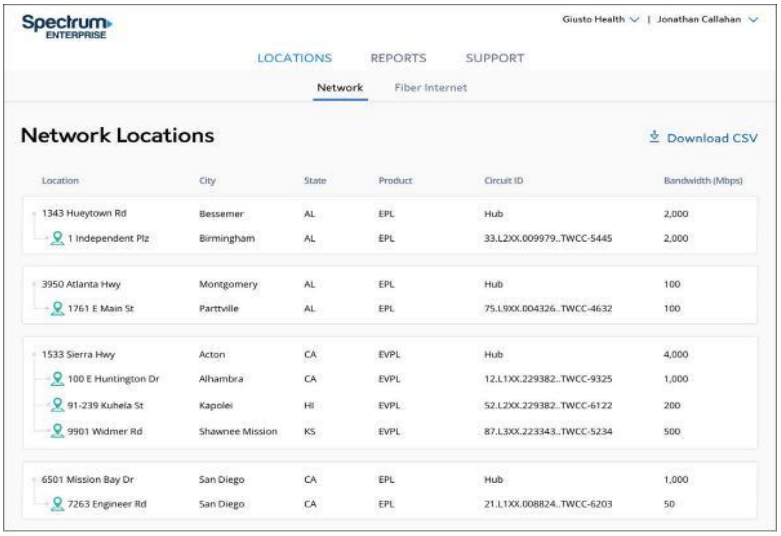
Ethernet Services

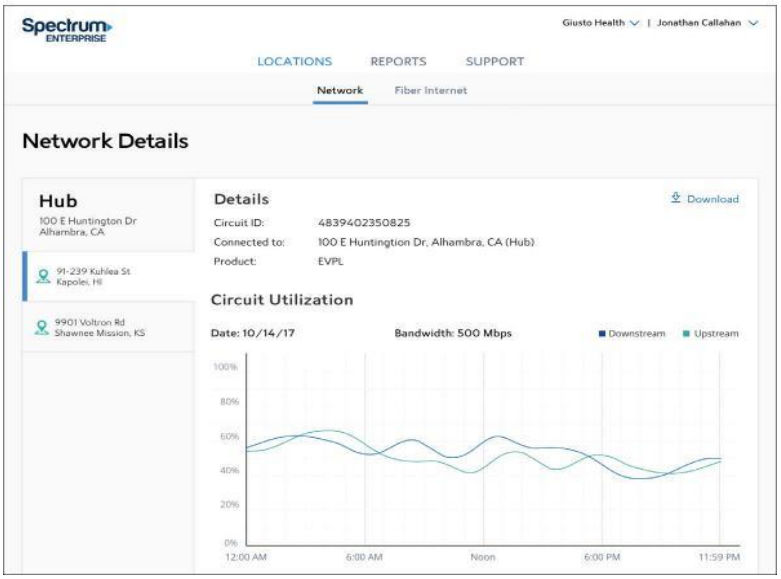
SpectrumEnterprise.net

The Spectrum Enterprise client portal provides visibility to your Ethernet services anytime, anywhere and on any device. See your network inventory and circuit performance through interactive graphs and downloadable reports.

Available reporting:

- Utilization
- Availability
- Frame delay
- Frame delay variation
- Frame loss ratio





Learn more

enterprise.spectrum.com/ethernet

Spectrum ENTERPRISE

ETHERNET PRIVATE LOCAL AREA NETWORK OVERVIEW

Ethernet Private LAN (EP-LAN) enables any-to-any connectivity for businesses that need to connect all their locations on a single network. EP-LAN brings together cost-effectiveness, speed, simplicity and flexibility in a broadly customizable Ethernet solution.

EP-LAN provides a multipoint-to-multipoint Ethernet Wide Area Network (WAN) that extends your Local Area Network (LAN) to a Metro or Wide Area Network that allows your company's business-critical applications and data to travel seamlessly across the entire network. EP-LAN can move large amounts of information between sites, quickly and securely.

EP-LAN benefits

- **Privacy:** All data travels within the secure domain of a Layer 2, dedicated, high capacity, point-to-point connection at native Ethernet speeds.
- **Standards-Based:** Depend on Ethernet Private LAN (EP-LAN) MEF 2.0 certifications.
- **Single Interconnection:** A hub aggregates all data traffic on a single network linking all your business locations.
- **Traffic Separation:** Maintain discrete pathways when you consolidate previously separate domains for specific applications or departments onto a single network.
- **Cost Savings:** A single handoff reduces network equipment and management costs.

Spectrum ENTERPRISE

TEACH Public Schools | BEN: 17022941 2021-2022 Funding Year: E-RATE Bid Information Form 470 Category 1

TEACH Public Schools District operates 4 Schools that provide individualized education to our students.

Our Mission

The mission of TEACH Public Schools 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 Locations

BEN	SCHOOL NAME	SCHOOL ADDRESS
17019804	TEACH Preparatory Elementary	8505 S. Western Ave. Los Angeles, CA
17022929	TEACH Academy of Technologies (Purple	10000 S. Western Ave. Los Angeles, CA
16071381	TEACH Academy of Technologies (Gold	10045 S. Western Ave. Los Angeles, CA
16082080	TEACH Tech Charter High School	10616 S. Western Ave. Los Angeles, CA
17023162	TEACH Public Schools Central Office / TTCHS	10600 S. Western Ave. Los Angeles, CA

E-Rate Contact Information

Mr. Enrique Robles
Director of Operations, Data and Technology
erate@teachps.org | 323-872-0808 ext. 7624

CATEGORY 1: TELECOMMUNICATIONS AND WIDE AREA NETWORK (WAN) CONNECTIVITY

Internet Access Request

Lit Fiber

TEACH Public Schools, hereafter referred to as Applicant, is requesting proposals for Leased Lit Fiber Service. Pricing should include dedicated, consistent symmetrical bandwidth. The new service is expected to begin on July 1, 2021, which represents the expiration of the current service. In addition, TEACH would like to have the option of having an ELAN allowing for a Fiber connection between all 5 locations.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

The Monthly Recurring Charge will remain firm throughout the Initial Order Term of the Service Order. Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRCs) are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Customer shall be invoiced Service Charges in accordance with Spectrum's Service Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Information Requested

- Bid Format: Two copies of the bid in hard copy plus one copy available electronically or via Google Drive or Dropbox with all the files of the bid electronically.

  Spectrum understands and has complied.

- Contract term: TEACH is seeking to receive multi-year [1,3,5] contract options. [3 or 5 years] contracts should allow for upgrades to quoted

bandwidth throughout the terms of the contract.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

- The cost to provide Internet Access (Bandwidth). Bidder's price shall include the following:
  - The available bandwidth should be a minimum of 500 Mbps and up to 10 Gbps
  - The service hand-off shall be direct to the Owner's supplied Local Area Network.
  - Internet access availability of 24 hours, 7 days a week, 365 days a year.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

The Monthly Recurring Charge will remain firm throughout the Initial Order Term of the Service Order. Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRCs) are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Customer shall be invoiced Service Charges in accordance with Spectrum's Service Agreement.

Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at

the Service Location. Additional charges may be applicable to extend the demarc for any sites identified as a Type II Service Location.

Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

- Include any one-time and recurring costs.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

The Monthly Recurring Charge will remain firm throughout the Initial Order Term of the Service Order. Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRCs) are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Customer shall be invoiced Service Charges in accordance with Spectrum's Service Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

- Support agreements, including response times.

Spectrum has included its SLA(s) as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

- Timeline stating the number of days that services will be operational from the date of order.

  So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting contract and applicable service order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

  The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s).

  Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Teach Public Schools, identifying key project milestones.

  We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

  Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

  Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Teach Public Schools' site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

  Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.

- Provide a minimum of three (3) K-12 public school district and/or charter school organizations references within California.

  Spectrum reference(s) may be provided upon bid award or thereafter, subject to obtaining the applicable consents from any such reference(s).

Instructions to Vendors General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

Spectrum understands.

Deadline for RFP Submittal

Vendors must submit all required documents before the deadline (see the timeline for exact dates). All proposals shall be complete and final with no additional information required after the close of the submittal date unless specifically requested by TEACH. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

All proposals shall be firm offers subject to acceptance by TEACH and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to TEACH, except as permitted by TEACH.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time.

Two (2) hard copies of the proposal and 1 electronic copy must be received by 3/24/2021 12:00 PM local time (PST) at the following address:

> TEACH Public Schools
> Attn: Enrique Robles, Director of Operations, Data & Technology
> 10000 S. Western Ave. Los Angeles, CA 90047
> erate@teachps.org

Proposals received after the exact time and date noted will NOT be considered for the bid process.

Please refer to the Terms of Offer section of Spectrum's proposal. Spectrum's proposal, including pricing, shall be valid for 180 days from the date of Spectrum's submittal of the proposal. In the event an order is not placed within 180 days, Spectrum reserves the right to update pricing based on , but not limited to, current installation costs, construction and equipment costs, remaining term and engineering and design specifications.

TEACH shall not be responsible for, nor accept as a valid excuse for a late proposal delivery, any delay in mail service, or other methods of delivery used by the proposer.

Spectrum understands.

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the vendor and shall not be chargeable in any manner to TEACH. TEACH will not be held liable for any cost incurred by vendors in responding to the RFP.

Spectrum understands.

Vendor Qualifications

The vendor must be in business, providing the services requested for a minimum of three (3) years and have an office within 50 miles of Los Angeles.

Spectrum understands and complies and has an office in Cerritos California.

Right to Reject Any and All Quotes

TEACH reserves the right to reject any or all quotation submissions and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, TEACH reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Customer's Service Order will include the following E-rate Contingency Language:

E-RATE FUNDING CONTINGENCY
Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Bid Protests

Any bidder who submitted a proposal to TEACH may file a protest if each and all of the following are complied with:

- The protest is in writing;
- The protest is filed and received by the Chief Operating Officer not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
- The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest; any matters not outlined in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the Chief Operating Officer or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to TEACH's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by TEACH shall be an express condition precedent to the institution of any legal proceeding relative to the

proposal process, TEACH's intent to award the Contract, or TEACH's determination to reject all proposals.

Spectrum reserves the right to any remedy that it may have available in law or equity with regards to the RFP response.

OUR TIMELINE (SUBJECT TO CHANGE)

- March 2021 – Bidder Questions due to erate@teachps.org by 4:00 PM PST
- March 2021 – Applicant Answers by 4:00 PM PST
- March 2021- Bid Submittal due (physical copies and electronic copy to erate@teachps.org) by 12:00 PM PST
- March 25, 2021 _ Intent to Award Announced by 12pm

EVALUATION CRITERIA	
Price of the Eligible Services	**40 points**
Implementation Timeline/Transition Plan	**25 points**
Experience with E-rate	**15 points**
The ability of the Vendor to Deliver to all sites	**10 points**
Experience with TEACH	**10 points**
Total	**100 points**

Spectrum ENTERPRISE

TEACH PUBLIC SCHOOLS E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District (or "Applicant") may or may not proceed with the project, in whole or in part.

Execution of the project, in whole or in part, is solely at the discretion of the District (or "Applicant").

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Please refer to the E-rate Contingency above for details related to funding.

2) SERVICE PROVIDER REQUIREMENTS

The District (or "Applicant") expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. District (or "Applicant") is required to post both this RFP and Form 470 on the USAC EPC Portal site http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx. Questions and responses will be posted in all locations. If there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located on the District (or "Applicant") website.

a. Service Providers are required to be in full compliance with all current

requirements and future requirements issued by the SLD throughout the contractual period of any contract entered as a result of this RFP.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx

Charter Communications Operating, LLC SPIN is 143050436.

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted.

More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

Charter Communications Operating, LLC FRN is 0002526580.

d. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in

the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

e. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

The MRC shall remain firm throughout the Initial Order Term of the Service Order. MRCs and NRCs are exclusive of applicable taxes, surcharges and fees. Customer will be invoiced Service Charges in accordance with Spectrum's Service Agreement. Spectrum will have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

After the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

f. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

Spectrum understands. Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

g. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

Spectrum understands and will comply.

h. The awarded Service Provider is required to send copies of all forms and invoices to the District (or "Applicant") prior to invoicing USAC for pre-

approval. Failure to comply with this requirement may result in the District (or "Applicant") placing the vendor on an "Invoice Check" with the USAC (http://www.usac.org/sl/applicants/step07/invoice-check.aspx)

Spectrum understands and will comply.

i. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.asp

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the District (or "Applicant") and a USAC service substitution approval with the exception of a Global Service Substitutions.

Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities.

Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

Spectrum ENTERPRISE

Spectrum agrees that its bid is not confidential, except to the extent any portion of the bid or response documents are marked as confidential and/or proprietary.

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

Spectrum understands.

d. This offer is in full compliance with USAC's Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

Spectrum understands.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the Customer's desired installation date. However, due to time constrains which are required for construction, designs, permits and various other factors, Spectrum will

only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting contract and applicable service order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District (or "Applicant") will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District (or "Applicant") will be liable for is the pre- discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District (or "Applicant") shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District (or "Applicant") decide that it is in the best interest of the District (or "Applicant") to file a Form 472, the District (or "Applicant") will inform the Service Provider of its intent.

   Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

   Upon award, Spectrum will make recommendations to the District to assist with the applicable paperwork.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District (or "Applicant") will only

be responsible for paying its non-discounted share.

Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District (or "Applicant"), its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

To the extent required by applicable law, Spectrum shall keep complete and accurate documents, information, and records concerning the Services provided to Customer in accordance with Spectrum's policy. As allowed by applicable law, Customer may audit such documents, information and records for the previous 12-month period not more than one time per year and Customer's audit rights shall be limited to documents, information and records pertaining to Services provided to Customer and not with respect to other customers. Audits undertaken by Customer shall be limited to Spectrum's operations only, and Spectrums confidential financial information, network systems, books, records, and accounts shall not be made available for audit. Spectrum may require Customer's auditors to sign a reasonable non-disclosure agreement. All audits shall be at Customer's expense.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District (or "Applicant") may elect to procure additional or like goods and/or services

offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District (or "Applicant")'s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District (or "Applicant") shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and agree with coterminous expiration conditions.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Customer shall have the option to add Services and increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

I, the undersigned, as an authorized agent of **Charter Communications Operating, LLC** (Service Provider Name), hereby certify that I have read the [-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the [-rate process as outlined above.

Signature: Irwin Whistler Irwin Whistler (Mar 22, 2021 09:32 PDT) **Title**: Director of Strategic Sales

Phone Number: 562-677-0472 **Email**: bonny.thompson@charter.com

Service Provider Name: Charter Communications Operating, LLC

Spectrum Enterprise
Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; and (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per	Total Minutes /	Downtime
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay on an end-to-end basis using a standard 64 byte ping from the Customer dedicated access port at the Customer premise to the Spectrum Enterprise Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100\ (\%) - \text{Frames Received (\%)}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Customer dedicated access port at the Customer premise). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:
If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly Service Charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within 30 days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such Service Credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time to Repair (MTTR)		Latency/Frame Delay (Roundtrip)	Jitter/Frame Delay Variation	Packet Loss/Frame Loss
30%	>4 hours ≤ 7:59:59 Hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional

credits. Termination will be effective forty-five (45) days after Spectrum Enterprise’s receipt of such written notice of termination.

SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information
Spectrum Account Executive: Office: Mobile: Email:

Customer Information				
Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

2016-2020 Charter Communications, all rights reserved

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum.Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

2016-2020 Charter Communications, all rights reserved

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. EQUIPMENT.

Equipment Responsibilities and Safeguards.

(a) Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

2016-2020 Charter Communications, all rights reserved

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may abandon in-place all or certain portions of the Spectrum Equipment at Customer's location, in which event such Spectrum Equipment, or portions thereof, will be deemed to property of Customer, and lien free title to such Spectrum Equipment, or portions thereof, will immediately transfer to Customer.

Except with respect to any Spectrum Equipment, or portions thereof, abandoned in-place by Spectrum, the failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated may, at the discretion of Spectrum, result in a charge to Customer's account equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum's unsuccessful attempts to retrieve the Spectrum Equipment. If any Spectrum Equipment that Spectrum has requested Customer return or allow Spectrum to retrieve is not returned or retrieved within fifteen (15) days after the Services are terminated, such Spectrum Equipment will thereafter be deemed the property of Customer, regardless of whether or not Spectrum elects to charge Customer's account, with lien free title thereto passing immediately to Customer. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

2016-2020 Charter Communications, all rights reserved

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

2016-2020 Charter Communications, all rights reserved

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.
Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or any other Services, facilities or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

2016-2020 Charter Communications, all rights reserved

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

2016-2020 Charter Communications, all rights reserved

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

(a) Customer's use or misuse of the Service,
(b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
(c) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.
Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

2016-2020 Charter Communications, all rights reserved

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds $75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

2016-2020 Charter Communications, all rights reserved

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

2016-2020 Charter Communications, all rights reserved

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at https://enterprise.spectrum.com/. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:
Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

1. Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Customer should also consult Spectrum's website https://enterprise.spectrum.com/ to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

2016-2020 Charter Communications, all rights reserved

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

2016-2020 Charter Communications, all rights reserved

Attachment A
Spectrum Business TV and Enterprise TV Service
(collectively, "TV Service")

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, "Premium Services").

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service ("Enterprise TV Service") to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

2016-2020 Charter Communications, all rights reserved

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

(a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

(b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").

a. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.

b. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.

c. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

2016-2020 Charter Communications, all rights reserved

Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively "Voice Services")

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

DESCRIPTION OF SERVICES:

Voice Services:
Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

PRI Service: If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre- determined DID number locations based on the Customer's allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer's E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

2016-2020 Charter Communications, all rights reserved

Spectrum Hosted Voice for Hospitality Service: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications Service: If Customer elects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer may receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer elects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. . If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, res ell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at https://enterprise.spectrum.com or https://business.spectrum.com or in the applicable price guide at https://spectrum.com, under "Customer Disclosures." These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2016-2020 Charter Communications, all rights reserved

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

a. Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

c. Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non -voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

d. Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

2016-2020 Charter Communications, all rights reserved

(a) Spectrum reserves the right (I) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

2016-2020 Charter Communications, all rights reserved

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

2016-2020 Charter Communications, all rights reserved

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.
The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

1. Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

2. Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

3. The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

4. Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

1. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

    2. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided

2016-2020 Charter Communications, all rights reserved

terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

3. CPNI: As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (*i.e.*, Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it. Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

1. Agency Letter. As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.
2. Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
3. Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.

2016-2020 Charter Communications, all rights reserved

4. Security Code (CPNI code) Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
5. Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
6. Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

7. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

8. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at https://enterprise.spectrum.com (or successor URL), unless other rates have been provided in the Service Order.

9. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

10. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

11. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications

2016-2020 Charter Communications, all rights reserved

Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

12. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees (" UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

13. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

2016-2020 Charter Communications, all rights reserved

Attachment C

Spectrum Business High-Speed Internet Service ("Internet Service")

Spectrum Business High-Speed Internet Service[1]: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).

2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.

3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.

4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.

5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

[1] Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

2016-2020 Charter Communications, all rights reserved

(a) Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.
(b) Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
(c) Cookies. Customer may access their Spectrum email account at https://www.spectrumbusiness.net or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at https://www.spectrumbusiness.net. Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

6. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

7. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

8. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

9. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

10. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

1. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

2016-2020 Charter Communications, all rights reserved

14. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

1. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

2016-2020 Charter Communications, all rights reserved

Attachment D

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.

2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at https://enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

4. DDoS Protection Services.

10. This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days of receipt of Customer's request.

11. DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

2016-2020 Charter Communications, all rights reserved

12. DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

13. Customer Requirements: Only Spectrum's On-Net FIA Service are eligible to for DDoS Protection Services. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

14. Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:
    i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
    ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
    iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

15. Termination:
    If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. DDoS Protection Incident Services. DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

1. **Email Order. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN- DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.**
2. During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.
3. Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.
4. Mitigation Window: A "Mitigation Window" means Spectrum's provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

2016-2020 Charter Communications, all rights reserved

Attachment E

WIDE AREA NETWORK ("WAN") SERVICES

Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service**: Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise's dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Wavelengths are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer's use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

1. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

2. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

3. Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

2016-2020 Charter Communications, all rights reserved

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

2016-2020 Charter Communications, all rights reserved

Attachment F

Managed Services

Software-Defined Wide Area Networking Service ("SD-WAN Service"), Managed WiFi Service, Managed Router Service ("MRS"), Managed Security Service ("MSS") and Cloud Security ("vSecurity")

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment ("CPE") through which Customer can receive the purchased service(s) at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

Customer's use of any of the Managed Services, as applicable, are subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum will update the Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire. Spectrum may request Customer complete a Technical Configuration Questionnaire. Customer agrees that Spectrum is relying on Customer's configuration information in order to provide the Managed Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum's reliance on and use of, Customer-provided configuration information. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum's sole obligation will be to implement the configuration settings requested by Customer, and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.

Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE MANAGED SERVICES. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER'S USE OF ANY MANGED SERVICE CPE OR MANAGED SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK.

SOFTWARE DEFINED WIDE AREA NETWORK ("SD-WAN") SERVICE: This section applies only if the Customer purchases the SD-WAN Service:

1. Spectrum shall provide Customer with one or more SD-WAN customer premises equipment ("CPE") through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

2. Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.

MANAGED WIFI SERVICE: This section applies only if the customer purchases the Managed WiFi Service.

a. Spectrum will provide a managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion

2016-2020 Charter Communications, all rights reserved

b. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

c. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

MANAGED ROUTER SERVICE ("MRS"): This section only applies if the customer purchases the Managed Router Service.

1. Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. Managed Router Service or certain features, may not be available in all service areas and may change from time to time.

2. Connectivity. The Managed Router Service is only available when connected via Spectrum FIA or Spectrum Ethernet services including in-network and Type II connections. A 3rd party connection can be used as a secondary connection where Spectrum is providing the primary connection.

3. Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Router Service, leaving the Manager Router only connected to non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Router Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Router Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

MANAGED SECURITY SERVICE ("MSS"): This section only applies if the customer purchases the Managed Security Service.

1. Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. Managed Security Service or certain features, may not be available in all service areas and may change from time to time.

2. Connectivity. The Managed Security Service is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A 3rd party connection can be used as a secondary connection where Spectrum is providing the primary connection.

3. Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Security Service leaving the Managed Security Service only connected to a non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Security Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Security Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

CLOUD SECURITY ("vSECURITY") SERVICE: This section only applies if the customer purchases the vSecurity Service.

(c) The vSecurity Service delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of the customer site(s) and other considerations made at Spectrum's sole discretion.

(d) Connectivity. The vSecurity Service is only available when connected via Spectrum Ethernet, Spectrum FIA, and SD-WAN services including in-network and Type II connections.

(e) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSecurity Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the vSecurity Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

2016-2020 Charter Communications, all rights reserved

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

(a) Wireless Internet:

1. **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 128Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

2. **Data Sharing; Excess Data Charges**. If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

(b) Wireless Internet Backup:

Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

1. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

2016-2020 Charter Communications, all rights reserved

2. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

3. **Power Disruptions.** The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

1. Acceptable Use Policy; Third Party Network Terms.

1. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

2. Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

   AT&T Internet of Things Wireless Communications Service Guide
   http://serviceguidenew.att.com/sg_flashPlayerPage/M2M

   Verizon ThingSpace Terms and Conditions
   https://thingspace.verizon.com/legal/terms-and-conditions/

   The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

   1. To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

3. **Security; Use Restrictions.** Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

4. Termination.

1. If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

2016-2020 Charter Communications, all rights reserved

2. When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided. Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

3. Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

5. **NO THIRD-PARTY LIABILITY.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

2016-2020 Charter Communications, all rights reserved

Coversheet

TEACH Public Schools Lease Agreement

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: H. TEACH Public Schools Lease Agreement
Purpose: Vote
Submitted by:
Related Material:
- TEACH Imperial Hwy Lease -Short Term-Modified Net Lease__3-25-2021 FINAL.pdf

MODIFIED NET LEASE

THIS MODIFIED NET LEASE ("**Lease**") is entered into as of the _____ day of March, 2021, by and between the landlord specified in the Basic Lease Provisions ("**Landlord**"), and the tenant specified in the Basic Lease Provisions ("**Tenant**"), upon the following terms and conditions:

ARTICLE 1 – BASIC LEASE PROVISIONS

1.1	**Landlord:**	Graziadio Family Development, a California general partnership	
1.2	**Tenant:**	TEACH Inc., a California corporation	
1.3	**Tenant's Trade Name:**	TEACH Public Schools	(Section 11.1)
1.4	**Retail Center:**	That certain Retail center commonly known as Athens Westmont Shopping Center (the "**Retail Center**"), and located at 1834-1852 W. Imperial Highway, Los Angeles, CA 90047	(Article 2)
1.5	**Premises:**	Suites 1846 & 1848 of the Retail Center, the approximate location of which is shown on **Exhibit A** attached hereto.	(Section 3.1)
1.6	**Floor Area:**	Approximately 2,580 square feet.	(Section 3.3)
1.7	**Term:**	Six (6) months	(Article 4)
1.8	**Rental Commencement Date:**	The Rental Commencement Date shall commence on May 1, 2021.	(Section 7.1)
1.9	**Use of Premises:**	The Premises shall be used as general office space and for student services.	(Section 11.1)
1.10	**Minimum Operating Hours:**	None.	
1.11	**Radius Restriction Area:**	None.	

1.12 **Initial Minimum Annual Rental:** (Section 7.1)

Months of Term*+	Dollars Per Annum	Dollars Per Month	Approximate Dollars Per Month Per Square Foot
1 – 6*	$60,000.00	$5,000.00	$1.94

*Plus any partial month at the beginning of the Term if the Rental Commencement Date is not the first of the month
+Minimum Annual Rental for the remainder of the Term shall be increased in accordance with the terms set forth in Section 7.1 below.

1.13	**Percentage Rental Rate:**		Not applicable.	
1.14	**Annual Promotional Charge:**		None.	
1.15	**Security Deposit:**		$5,000.00	(Article 22)
1.16	**Brokers:**	Landlord's Broker:	Commerce Realty	(Section 25.)
		Tenant's Broker:	None	
1.17	**Guarantor:**	None.		(Section 25.2)
1.18	**Addresses:**			(Article 24)

Landlord:

For Payments:

Graziadio Family Development
c/o Commerce Realty
149 Palos Verdes Blvd., #E
Redondo Beach, CA 90277
Attention: Property Manager

Tenant:

For Notices:

TEACH Inc.
Attn: Raul Carranza
1846-1848 W. Imperial Highway
Los Angeles, CA 90047

For Notices:

Graziadio Family Development
c/o Commerce Realty
149 Palos Verdes Blvd., #E
Redondo Beach, CA 90277
Fax: (310) 373-4719
Attention: Property Manager

This Article 1 is intended to supplement and/or summarize the provisions set forth below. In the event of any conflict between the provisions of this Article 1 and the other provisions of this Lease, the latter shall control.

ARTICLE 2 – EXHIBITS

The following Exhibits are attached to this Lease and, by this reference, made a part of this Lease:

Exhibit A – Site Plan
Exhibit B – Work Letter
Exhibit C -- Landlord's Work

Exhibit A is a site plan depicting the Retail Center **Exhibit A** shows, among other things, the principal improvements which currently comprise the Retail Center Landlord, at any time, may change the shape, size, location, number and extent of the improvements shown on **Exhibit A** and eliminate, add or relocate any improvements to any portion of the Retail Center including, without limitation, buildings, parking areas, roadways, curb cuts, temporary or permanent kiosks, displays or stands and may add land to and/or withdraw land from the Retail Center The parties hereto hereby acknowledge that the purpose of **Exhibit A** is to show the approximate location of the Retail Center and depiction of the improvements that comprise the Retail Center, and that such **Exhibit A** is not meant to constitute an agreement, representation or warranty as to the construction, location or the precise area thereof.

ARTICLE 3 – PREMISES

3.1 Premises. Landlord leases to Tenant and Tenant leases from Landlord for the Term, and upon the covenants and conditions set forth in this Lease, the premises described in Section 1.5 under "Premises" (the "**Premises**"). Except as specifically set forth in this Lease in the Work Letter attached hereto as **Exhibit B** (the "**Work Letter**"), and the Landlord's Work described in **Exhibit C**, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Retail Center or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Work Letter. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair; provided that Landlord shall provide Tenant with an opportunity to inspect the Premises prior to delivery.

3.2 Reservation. Landlord reserves the right to use the exterior walls, floor, roof and plenum in, above and below the Premises for the installation, maintenance, use and replacement of pipes, ducts, conduits, wires, alarm lines, heating, ventilating and air conditioning lines, fire protection lines and systems, electric power, telephone and communication lines and systems, sanitary sewer lines and systems, gas lines and systems, water lines and systems, and structural elements serving the Building and for such other purposes as Landlord deems necessary; provided that Tenant shall have the continued and uninterrupted right to access and use the Premises for the agreed upon and intended use as described in Section 1.9 under "use of Premises."

3.3 Floor Area. The term "**Floor Area**" shall mean all areas designated by Landlord for the exclusive use of a tenant, measured from the exterior surface of exterior walls (and extensions, in the case of openings) and from the center of interior demising walls, and shall include, but not be limited to, restrooms, mezzanines, patios, warehouse or storage areas, clerical or office areas and employee areas. The Premises contain approximately the number of square feet of Floor Area specified as "Floor Area" in Section 1,6. Landlord shall have the right during the Term to remeasure the Floor Area of the Premises and/or the Building for accuracy. If an error is found, Landlord shall so certify to Tenant and this Lease shall be amended so as to reflect the actual Floor Area and corresponding Minimum Annual Rental that is based on Floor Area.

ARTICLE 4 – TERM

4.1 In General. The term of this Lease (the "**Term**") shall commence on the Rental Commencement Date and shall continue, unless sooner terminated in accordance with the provisions of this Lease, for the number of months specified in Section 1.7 as "Term," (however, if the Rental Commencement Date is not the first day of the month, then the number of months specified in Section 1.7 will be calculated from the first day of the month following the Rental Commencement Date). Within ten (10) days after Landlord's written request, Tenant shall execute a written confirmation of the Rental Commencement Date and expiration date of the Term. Such confirmation shall be binding upon Tenant unless Tenant objects thereto in writing within such ten (10) day period.

4.2 Option Terms. -Intentionally deleted.

4.2.1 Option Rights – Intentionally deleted.

4.2.2 Option Rent. -Intentionally deleted.

4.2.3 Exercise of Option. -Intentionally deleted.

ARTICLE 5– DELIVERY OF POSSESSION

Subject to the completion of Landlord's Work, Tenant shall accept possession of the Premises from Landlord with the plumbing, electrical, heating, ventilation and air conditioning systems in good working order and otherwise in its currently-existing "as-is" condition; provided,

however, Landlord shall not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (a) the Security Deposit and the first monthly installment of Minimum Annual Rental; and (b) executed copies of policies of insurance or certificates thereof as required under Article 16. If Landlord chooses not to deliver possession of the Premises to Tenant because one (1) or more of the above items are not received by Landlord, then for purposes of establishing the Rental Commencement Date, the time period in Section 1.8(ii) shall commence to run on the date Landlord was otherwise prepared to deliver possession of the Premises to Tenant with the plumbing, electrical, heating, ventilation and air conditioning systems in good working order. Tenant's entry prior to the commencement of the Term shall be subject to all of the provisions of this Lease other than the payment of Minimum Annual Rental and Tenant's share of Common Area Expenses, except that Tenant shall be responsible for the cost of any utilities consumed at the Premises. At all times after such entry, Tenant shall maintain, or cause to be maintained, insurance complying with the provisions of this Lease, notwithstanding the fact that the Term shall not then have commenced.

ARTICLE 6 – CONSTRUCTION AND OPENING DATE

6.1 Construction. – Intentionally deleted.

6.2 Opening Date. Tenant initially shall open for business to the public in the Premises for the "Use of Premises" and under "Tenant's Trade Name", as set forth in Sections 1.9 and 1.3.

ARTICLE 7 – RENTAL

7.1 Minimum Annual Rental. Tenant shall pay the initial sums specified in Section 1.12 and Section 4.2.2 (regarding the initial Minimum Annual Rental " (the "**Minimum Annual Rental**") in the monthly installments so specified, in advance, on or before the first day of each month, without prior demand, offset or deduction, commencing on the "Rental Commencement Date" set forth in Section 1.8 (the "**Rental Commencement Date**"). Notwithstanding the foregoing, the monthly installment of Minimum Annual Rental for the first full month of the Term (i.e., a total of Five Thousand and 00/100 ($5,000.00)) shall be paid at the time of Tenant's execution of this Lease. Should the Rental Commencement Date be a day other than the first day of a calendar month, then the monthly installment of Minimum Annual Rental for the first fractional month shall be equal to one-thirtieth (1/30th) of the monthly installment of Minimum Annual Rental for each day from the Rental Commencement Date to the end of the partial month. All other payments or adjustments required to be made under this Lease that require proration on a time basis shall be prorated on the same basis.

7.1.1 Increases in Minimum Annual Rental. -Intentionally deleted.

7.2 Percentage Rental. None.

7.3 Additional Rental. Tenant shall pay, as "Additional Rental", all sums required to be paid by Tenant to Landlord pursuant to this Lease in addition to Minimum Annual Rental, whether or not the same be designated "Additional Rental" (the "**Additional Rental**"), in the same manner and at the same time as Minimum Annual Rental, unless otherwise stated, or, if billed, within twenty (20) days of said billing. Without limitation on other obligations of Tenant which survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 7 shall survive the expiration of the Term.

7.4 Place and Method of Payment. Tenant shall pay Minimum Annual Rental and Additional Rental to Landlord at the address specified in Section 1.18 or to such other address and/or person as Landlord may from time to time designate in writing to Tenant; provided, however, upon Landlord's notification, Tenant shall make such payments electronically (i.e., via wire transfer) pursuant to Landlord's instructions set forth in such notification.

7.5 Late Payments. If Tenant fails to pay when the same is due and payable any Minimum Annual Rental or Additional Rental, the unpaid amounts shall bear interest, from the date due to the date of payment, at the lesser of: (a) the rate announced from time to time by Wells Fargo Bank or, if Wells Fargo Bank ceases to exist or ceases to publish such rate, then the rate announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its "prime rate" or "reference rate", plus five percent (5%); or (b) the maximum rate permitted by law (the "**Interest Rate**"). In addition, if any installment of Minimum Annual Rental or Additional Rental is not received by Landlord from Tenant on or before the date the installment is due, Tenant shall immediately pay to Landlord a late charge equal to five (5%) percent of the delinquent amount; provided, however, with regard to the first such failure in any twelve (12) month period, Landlord will waive such late charge to the extent Tenant cures such failure within five (5) business days following Tenant's receipt of written notice from Landlord that the same was not received when due. Landlord and Tenant agree that this late charge represents a reasonable estimate of Landlord's costs and expenses and is fair compensation to the Landlord for its loss suffered by the nonpayment by Tenant. Any such late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

7.6 Chronic Delinquency. "Chronic Delinquency" by Tenant in the payment of Minimum Annual Rental or Additional Rental shall constitute a material breach of this Lease. For purposes of this Lease, "**Chronic Delinquency**") shall mean the failure by Tenant to pay or submit within five (5) days of the due date its Minimum Annual Rental or Additional Rental on more than two (2) occasions (consecutive or nonconsecutive) during any twelve (12) month period. This Section 7.6 shall not limit in any way, nor be construed as a waiver of, the rights and remedies of Landlord provided hereunder or by law in the event of even one instance of delinquency. In the event of Chronic Delinquency, at Landlord's option, Landlord shall have the right, in addition to all other rights under this Lease and the law, to require that all Minimum Annual Rental and Additional Rental be paid by Tenant quarterly, in advance.

ARTICLE 8 –INTENTIONALLY OMITTED

ARTICLE 9 – TAXES

9.1 Real Property Taxes. The term "Taxes" shall include any form of tax or assessment, license fee, license tax, tax or excise on rent, or any other levy, charge, expense or imposition (including any fees or amounts paid in lieu thereof) imposed by any Federal, State, County or City authority having jurisdiction, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district, on any interest of Landlord or Tenant (including any legal or equitable interest of Landlord or its mortgagee, if any) in the Premises, the remainder of the Building and Retail Center or the underlying realty. The term "Taxes" shall also include any costs incurred by Landlord to contest any Taxes.

9.2 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, trade fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. If any such items of property are assessed with property of Landlord, then the assessment shall be proportionately divided between Landlord and Tenant. Landlord shall reasonably determine the basis of prorating and dividing any of these assessments and its determination shall be binding provided that Landlord provides its statement for such prorated assessment reasonably documenting the basis of its determination. If Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such property of Tenant and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be, within thirty (30) days following receipt of an invoice therefor.

ARTICLE 10 – UTILITIES

10.1 Utility Charges. Tenant agrees, at its own expense, to pay directly to the appropriate utility company all charges (including, without limitation, all sales, use, hook-up fees, impact fees and other costs imposed thereon by any governmental authority) for utility services supplied to the Premises from and after Landlord's delivery of the Premises to Tenant, for which there is a separate meter to the Premises. Tenant agrees to pay to Landlord its share of all such charges for utility services supplied to the Premises from and after Landlord's delivery of the Premises to Tenant, for which there is no separate meter upon billing by Landlord of Tenant's share of such charges as reasonably estimated by Landlord based on actual usage; provided, however, that Tenant shall have the right but not the obligation, to separately meter any utility servicing the Premises which is not separately metered at Tenant's sole cost.

10.2 Waiver of Liability. Landlord shall not be liable in damages for any failure or interruption of any utility or service. No failure or interruption of any utility or service shall entitle Tenant to terminate this Lease or discontinue making payments of Minimum Annual Rental or Additional Rental or otherwise fail to fulfill its obligations hereunder.

ARTICLE 11 – TENANT'S CONDUCT OF BUSINESS

11.1 Permitted Use and Trade Name. Tenant shall use the Premises solely for the use and under the trade name specified in Sections 1.9 and 1.3, respectively, as "Use of Premises" and "Tenant's Trade Name". Without limiting in any way the restriction in this Lease that the Premises be used only as set forth in Section 1.9, in no event shall the Premises be used for any exclusive use granted by Landlord to other tenants of the Retail Center prior to or subsequent to the date of this Lease.

11.2 Covenant to Operate- Intentionally Omitted.

11.3 Reserved.

11.4 Rules and Regulations. Tenant shall keep the Premises in a neat and clean condition, free from any objectionable noises, odors or nuisances and shall comply with all health and police regulations. Tenant shall not conduct an auction or going-out-of-business sale or sell merchandise from vending machines or allow any coin or token operated vending machine or telephone on the Premises, except those exclusively used by employees. Tenant shall deposit trash and rubbish only within receptacles approved by Landlord. Landlord shall cause trash receptacles to be emptied at Tenant's cost and expense; provided, however, at Landlord's option, Landlord may provide trash removal services, the cost of which shall be paid for by Tenant, at Landlord's option, either (a) as a Common Area Expense, or (b) pursuant to an equitable proration of said costs by Landlord. Tenant shall not display or sell merchandise or allow carts, signs, or any other objects to be stored or to remain outside the Premises. Tenant shall not erect any aerial or antenna or other device on the roof or exterior walls of the Premises. Landlord, from time to time, may establish further rules and regulations as Landlord, in its sole business judgment, deems desirable, and Tenant shall abide by same. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be done only at such times, in the areas, and through the entrances designated for such purposes, and shall be subject to such rules and regulations as are necessary, in the judgment of Landlord, for the proper operation of the Building and the Retail Center.

11.5 Advertising Media; Signage.

11.5.1 Tenant shall not affix upon the Premises any sign, advertising placard, name, insignia, trademark, descriptive material or other like item unless approved by Landlord in advance and the same complies with the Retail Center's sign criteria and all applicable laws. No advertising medium shall be utilized by Tenant which can be heard or seen outside the Premises, including without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place any handbill, bumper sticker or other advertising devices on any vehicle parked in the Common Area. Tenant shall not distribute any handbills or other advertising matter in the Retail Center

11.5.2 Tenant, at Tenant's sole cost and expense, shall have the right to install (i) a storefront sign on the Premises identifying Tenant's Trade Name). Tenant's Signage shall be subject to Landlord's approval (not to be unreasonably withheld, conditioned or delayed) as to size, design, location, graphics, materials, colors and similar specifications and shall be consistent with the exterior design, materials and appearance of the Retail Center and the Retail Center's sign criteria and shall be further subject to all applicable local governmental laws, rules, regulations, codes and other governmental approvals and any applicable covenants, conditions and restrictions. In connection with the foregoing, Landlord shall cooperate with Tenant to enable Tenant to obtain such governmental approvals for Tenant's Signage proportionate vis-à-vis the other tenants of the Building. Landlord has the right, but not the obligation, to oversee the installation of Tenant's Signage. The cost to maintain and operate Tenant's Signage shall be paid for by Tenant, and Tenant shall be separately metered for such operating expense, if applicable (the cost of separately metering any utility usage shall also be paid for by Tenant). Upon the expiration of the Term, or other earlier termination of this Lease, Tenant shall be responsible for any and all costs associated with the removal of Tenant's Signage and any other advertising items approved by Landlord pursuant to Section 11.5.1, including the cost to repair and restore the locations upon which Tenant's Signage and the other advertising items were affixed.

11.6 Compliance with Laws. Tenant shall not use the Premises or permit anything to be done in or about the Premises which shall in any way conflict with any law, statute, ordinance, governmental rule or regulation, or any recorded covenants, conditions and restrictions affecting the Retail Center now in force or which may hereafter be in force including, without limitation, any covenants, conditions and restrictions now or hereafter encumbering the Retail Center ("**CC&R's**"). Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations and requirements now in force or which may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, including all applicable requirements of the Americans with Disabilities Act of 1990. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant

hereby acknowledges, that the Premises have undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp designated by Landlord, subject to Landlord's reasonable rules and requirements; (ii) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (iii) if anything done by or for Tenant in its use or occupancy of the Premises shall require any improvements or repairs to the Building or Retail Center (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs.

ARTICLE 12 – MAINTENANCE, REPAIRS AND ALTERATIONS

12.1 Landlord's Maintenance Obligations. Landlord shall maintain in good condition and repair the foundations, roofs, and exterior surfaces of the exterior walls of the Building (exclusive of doors, windows and storefronts); provided, however, if any repairs or replacements to the Building are necessitated by (i) the acts or omissions of Tenant or Tenant's employees, agents, customers, licensees, contractors or subtenants, (ii) Tenant's failure to observe or perform any conditions or agreements contained in this Lease, or (iii) alterations, additions or improvements made by Tenant, or anyone claiming under Tenant, then the cost of the same shall be reimbursed by Tenant within ten (10) days following receipt of an invoice therefor, and the provisions of Section 16.5 with respect to Landlord's insurance deductible shall not apply to Tenant's responsibility with respect to the costs therefor. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable for failure to make repairs required to be made by Landlord under the provisions of this Lease unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete the repairs within a reasonable period of time which in no event shall exceed thirty (30) days following receipt of Tenant's written notification; it being agreed that in no event shall Tenant's failure to notify Landlord relieve or waive Landlord's obligations to make the necessary repairs hereunder. Tenant waives the provisions of Sections 1932(1) and 1942 of the Civil Code of the State of California, or any superseding statute, and of any other law permitting Tenant to make repairs at Landlord's expense and/or terminate this Lease or vacate the Premises.

12.2 Landlord's Right of Entry. Landlord, its agents, contractors, servants and employees may enter the Premises at all reasonable times to (a) examine the Premises; (b) perform any obligation of, or exercise any right or remedy of, Landlord under this Lease; (c) make repairs, alterations, improvements or additions to the Premises or to other portions of the Building as Landlord deems necessary or desirable; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; and (e) perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises; provided expressly that Tenant is given at least twenty-four (24) hours prior written notice (except for emergencies) and such entry does not prevent or materially interfere with Tenant's business operations.

12.3 Tenant's Maintenance Obligations. Tenant, at its expense, shall maintain and keep the Premises (including all utility lines, systems and equipment exclusively serving the Premises, Tenant's signs and all doors, windows and storefronts for the Premises, but excluding those items for which Landlord is responsible pursuant to Section 12.1) in first class order, condition and repair and shall make replacements necessary to keep the same in this condition. At the option of Landlord (i) Tenant shall contract with a service company designated by Landlord, no more than quarterly, for the maintenance of the heating, ventilating and air conditioning equipment serving the Premises and shall provide Landlord with a copy of the service contract within ten (10) days following its execution, or (ii) Landlord may contract with a service company of its own choosing, or provide such service itself, for the maintenance of the heating, ventilating and air conditioning equipment, and bill Tenant for the cost of same, which shall be payable within ten (10) days of receipt as Additional Rental. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

12.4 Alterations. Tenant shall not make or cause to be made to the Premises any addition, renovation, alteration, reconstruction or change (collectively "**Alterations**") without first obtaining the written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and such work shall be subject to the conditions as Landlord may require following written notice to Tenant. The construction of the initial improvements to the Premises shall be governed by the terms of the Work Letter and not the terms of this Section 12.4. Landlord may impose, as a condition of its consent to any and all Alterations, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors reasonably approved by Landlord. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the city within which the Retail Center is located, all in conformance with Landlord's construction rules and regulations; provided, however, that prior to commencing to construct any Alteration, Tenant shall meet with Landlord to discuss Landlord's design parameters and code compliance issues.

ARTICLE 13 – COMMON AREA

13.1 Definition of Common Area. The term "**Common Area**" as used in this Lease shall mean all areas within the exterior boundaries of the Retail Center now or later made available by Landlord for the general use or benefit of Tenant and other persons entitled to occupy Floor Area in the Retail Center

13.2 Maintenance and Use of Common Area. The manner in which the Retail Center is maintained shall be determined by Landlord in its sole discretion. The use and occupancy by Tenant of the Premises shall include the use of the Common Area (except those portions of the Common Area on which have been constructed or placed permanent or temporary kiosks, displays, carts and stands and except areas used in the maintenance or operation of the Retail Center) in common with Landlord and other tenants of the Retail Center and their customers and invitees, subject to rules and regulations concerning the use of the Common Area established by Landlord from time to time.

13.3 Control of and Changes to Common Area. Landlord shall have the sole and exclusive control of the Common Area, as well as the right to make changes to the Common Area. Landlord's rights shall include, but not be limited to, the right to (a) restrain the use of the Common Area by unauthorized persons; (b) cause Tenant to remove or restrain persons from any unauthorized use of the Common Area if they are using the Common Area by reason of Tenant's presence in the Retail Center; (c) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (d) place permanent or temporary kiosks, displays, carts and

stands in the Common Area and to lease same to tenants; (e) temporarily close any portion of the Common Area for repairs, improvements or alterations, to discourage noncustomer use, to prevent dedication or an easement by prescription, or for any other reason deemed sufficient in Landlord's judgment; and (f) change the shape and size of the Common Area, add, eliminate or change the location of improvements to the Common Area, including, without limitation, buildings, parking areas, roadways and curb cuts, and construct buildings on the Common Area. Landlord may determine the nature, size and extent of the Common Area and whether portions of the same shall be surface, underground or multiple-deck, as well as make changes to the Common Area from time to time which in its opinion are deemed desirable for the Retail Center Notwithstanding any language to the contrary and without limiting the generality of the foregoing (or the specificity of items (b) and (e), above)), no such right to control and/or change the Common Area shall have the effect of substantially and/or materially interfering with or compromising Tenant's right to access and use the Premises for the agreed use as described in Section 1.9 hereof during the entire term of this Lease and any extensions hereof.

13.4 Parking. Tenant and its employees shall park their vehicles only in the parking areas from time to time designated for that purpose by Landlord. Tenant agrees to assume responsibility for compliance by its employees with these parking provisions. Tenant's continued right to use the parking passes is conditioned upon Tenant abiding by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the parking passes are located. If Landlord implements any program related to parking, parking facilities, or transportation facilities including, but not limited to, any program of parking validation, employee shuttle transportation or other program to limit, control, enhance, regulate or assist parking by customers of the Retail Center, Tenant agrees to participate in the program and pay its proportionate share of the costs of the program under reasonable rules and regulations established by Landlord.

13.5 Common Area Expenses – Intentionally Omitted.

13.6 Payment of Common Area Expenses- Intentionally Omitted.

ARTICLE 14– ASSIGNMENT AND SUBLETTING

14.1 No Assignment. Tenant agrees that it shall not transfer, assign, sublet, enter into franchise, license or concession agreements, pledge or hypothecate this Lease, the Premises or Tenant's business (collectively "**Assignment**" or "**Assign**") without first procuring the written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

14.2 Procedures. Should Tenant desire to enter into an Assignment, Tenant shall request in writing Landlord's consent to the Assignment at least thirty (30) days before the effective date of the Assignment. Tenant's request shall provide to Landlord the following information: (a) the terms and conditions of such Assignment and copies of the draft agreements to be executed by Tenant and the proposed transferee in connection with the proposed Assignment; (b) a description of the identity, net worth and previous business experience of the proposed transferee including, without limitation, copies of the proposed transferee's latest income, balance sheet and changes in position statements (with accompanying notes and disclosures of all material changes thereto) certified as accurate by the proposed transferee; (c) a detailed description of the proposed use of the Premises together with the proposed trade name of the transferee; and (d) any further information relevant to the proposed Assignment which Landlord shall have requested within fifteen (15) days after receipt of Tenant's request for consent. Within thirty (30) days after receipt of Tenant's request for consent containing the information above, Landlord shall have the option to respond as follows: (i) consent to the proposed Assignment, subject to Section 14.3 below; (ii) refuse to consent to the proposed Assignment; or (iii) elect to terminate this Lease, which termination shall be effective as of the effective date of the proposed Assignment.

14.3 Landlord Consent. If Tenant requests Landlord's consent to an Assignment, Landlord and Tenant agree (by way of example and without limitation) that it shall be reasonable for Landlord to withhold its consent if any of the following situations exist or may exist: (a) The proposed transferee's use of the Premises differs from the "Use of Premises" as set forth in Section 1.9 or the "Trade Name" as set forth in Section 1.3; (b) in Landlord's business judgment, the proposed transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under this Lease and/or proposed by such transferee; (c) Tenant is in default under this Lease; (d) in Landlord's business judgment, the present net worth of the proposed transferee is less than the greater of Tenant's and Guarantor's (if applicable) net worth as of the date of this Lease or Tenant's and Guarantor's (if applicable) net worth at the date of Tenant's request for consent; or (e) the Assignment would breach any covenant binding upon Landlord respecting radius, location, use or exclusivity in any other lease, financing agreement or other agreement relating to the Building or Retail Center Any attempted or purported Assignment without Landlord's prior written consent shall be void and of no force or effect, and shall not confer any estate or benefit on anyone. A consent to an Assignment by Landlord shall not be deemed to be a consent to any subsequent Assignment to any other party. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed transferee claims that Landlord has unreasonably withheld or delayed its consent to a proposed Assignment or otherwise has breached its obligations under this Article 14, Tenant's and such transferee's only remedy shall be to seek a declaratory judgment and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed transferee waives all other remedies against Landlord, including without limitation, the right to seek monetary damages or to terminate this Lease.

14.4 Transfer Premium. If Landlord consents to a proposed Assignment, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.4, received by Tenant from such Transferee. "**Transfer Premium**" shall mean all rental (including, Minimum Annual Rental, Percentage Rental (if any) and Additional Rental), and other consideration payable by such transferee in connection with the transfer in excess of the Minimum Annual Rental, Percentage Rental (if any) and Additional Rental payable by Tenant under this Lease during the term of the Assignment (on a per square foot basis if less than all of the Premises is transferred); provided, however, such Transfer Premium shall also include, but not be limited to, key money, bonus money or other cash consideration paid by transferee to Tenant in connection with such Assignment, and any payment in excess of fair market value for services rendered by Tenant to transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to transferee in connection with such Assignment.

14.5 Landlord's Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of Tenant's written request for consent to so transfer, to recapture the corresponding portion of the Premises. Such recapture notice shall cancel and terminate this Lease with respect to such portion of the Premises as of the effective date of the proposed transfer. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the rental reserved herein shall be prorated on the basis of the number of square feet retained by Tenant in proportion to the number of square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the subject space under this Section 14.5, then, provided Landlord has consented to the proposed transfer, Tenant shall be entitled to proceed to transfer the subject space to the proposed transferee, subject to provisions of this Article 14.

14.6 No Release. No Assignment, whether with or without Landlord's consent, shall relieve Tenant or any Guarantor from its covenants and obligations under this Lease.

14.7 Form. Any Assignment shall be evidenced by an instrument in writing in a form satisfactory to Landlord and shall be executed by the transferor and the transferee.

14.8 Additional Transfers. The term "**Assignment**" shall also include (i) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners or members (as applicable), or transfer of fifty percent (50%) or more of partnership or membership interests (as applicable), within a twelve (12)-month period, or the dissolution of the partnership or limited liability company (as applicable) without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the dissolution, merger, consolidation or other reorganization of Tenant or the sale or other transfer of an aggregate of fifty percent (50%) or more of the voting shares of Tenant, within a twelve (12)-month period.

14.9 Fees. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees incurred in conjunction with the processing and documentation of any requested Assignment. In addition, Tenant shall pay to Landlord concurrently with the request for consent referred to in Section 14.2 the sum of Two Hundred Fifty Dollars ($250.00) as reimbursement to Landlord for its review and processing of the application.

ARTICLE 15 – INTENTIONALLY OMITTED

ARTICLE 16 – INSURANCE

16.1 Tenant's Insurance. Tenant, at its sole cost and expense, commencing on the date Tenant is given access to the Premises, and continuing thereafter during the Term of this Lease, shall procure, pay for and keep in full force and effect the following types of insurance in, at a minimum, the amounts and in the form specified below:

16.1.1 Commercial general liability insurance with coverage limits of not less than Two Million Dollars ($2,000,000.00) combined single limit bodily injury, personal injury, death and property damage liability per occurrence, or a current limit carried by Tenant, whichever is greater, insuring against any and all liability of the insureds with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises or related to the exercise of any rights of Tenant pursuant to this Lease, subject to increases in amounts as Landlord may reasonably require from time to time. All such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property in Section 16.4 below. Further, all liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross liability and severability of interest clauses, products/completed operations, broad form property damage, independent contractors, owned, non-owned and hired vehicles and, if alcoholic beverages are served, sold, consumed or obtained in the Premises, liquor liability.

16.1.2 Worker's compensation coverage as required by law, together with employer's liability coverage and a waiver by Tenant's insurer of any right of subrogation against Landlord by reason of any payment pursuant to such coverage.

16.1.3 Business interruption or loss of income insurance in amounts and minimum durations satisfactory to Landlord.

16.1.4 Plate glass insurance covering all plate glass on the Premises at full replacement value.

16.1.5 Insurance covering all leasehold improvements, all Alterations permitted under Article 12, and all trade fixtures, merchandise and personal property which are, from time to time, in, on or about the Premises, in an amount not less than their full replacement value including replacement cost, endorsement cost providing protection against any peril included within the classification "Special Form" (formerly known as "all risk"), including sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 17.

16.1.6 Any insurance policies designated necessary by Landlord with regard to Tenant's or Tenant's contractors' construction of Tenant's Work pursuant to **Exhibit B**, as well as with regard to the construction of Alterations pursuant to Section 12.4 of this Lease including, without limitation, contingent liability and "all risks" builders' insurance, in amounts acceptable to Landlord.

16.2 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies with general policy holder's rating of not less than A- and a financial rating of not less than Class VII, as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in California. All such policies shall name Landlord, Landlord's mortgagee(s) or beneficiary(ies) and others identified by Landlord from time to time as additional insureds and shall be for the mutual and joint benefit and protection of all such parties. Executed copies of the policies of insurance or certificates thereof shall be delivered to Landlord prior to Tenant or its agents or employees entering the Premises for any purpose. Thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each policy. All policies of insurance delivered to Landlord must contain a provision that the company writing the policy will give to Landlord thirty (30) days written notice in advance of any cancellation, lapse or reduction in the amounts of said insurance. All public liability, property damage and other casualty policies shall be written as primary policies and any insurance carried by Landlord shall not be contributing with such policies.

16.3 Increased Premiums Due to Use of Premises. Tenant shall not do any act in or about the Premises which will increase the insurance rates upon the Building. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for insurance resulting from Tenant's use of the Premises, whether or not Landlord shall have consented to the act on the part of Tenant. If Tenant makes any alteration or improvement to the Premises, Tenant, at its own expense, shall make whatever changes are necessary to comply with the requirement of the insurance underwriters and any appropriate governmental authority.

16.4 Indemnity. Tenant covenants to Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons, or damage to property of Tenant or any other person occurring from and after the date Tenant is given access to the Premises, from any cause whatsoever, related to the use, occupancy or enjoyment of the Premises by Tenant or any person thereon or holding under Tenant. Tenant shall defend, indemnify and hold Landlord and its agents, servants, employees, contractors and lenders harmless from all liability whatsoever on account of any real or alleged damage or injury and from liens, claims and demands related to (i) any occurrence in the Premises, or any repairs, alterations or improvements which Tenant may make or cause to be made upon the Premises, (ii) the omission, negligence or willful misconduct of Tenant, its agents, employees, invitees or contractors, (iii) any default by Tenant with respect to its obligations hereunder. However Tenant shall not be liable for damage or injury ultimately determined to be occasioned by the sole active negligence and/or intentional misconduct of Landlord or its designated agents, employees, and/or

contractors. Tenant's obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by Landlord or its counsel from the first notice that any claim or demand is to be made or may be made against Landlord. The provisions of this Section 16.4 shall survive the expiration or earlier termination of this Lease.

16.5 Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property or business, the Premises or its contents, the Building or to other portions of the Retail Center, arising from any risk insurable under a "special form" policy of property insurance (except as otherwise provided herein, this waiver extends to deductibles under such insurance); and each of the parties, on behalf of their respective insurance companies, waives any right of subrogation that it may have against the other. Landlord and Tenant hereby represent and warrant that their respective "special form" property insurance policies required by this Article 16 shall include a waiver of (i) subrogation by the insurers, and (ii) all rights based upon an assignment from its insured, against Landlord and/or any of its partners, subpartners and their respective officers, agents, servants, employees, and independent contractors, or Tenant and/or any of its contractors, agents, employees, invitees, or visitors of Tenant or any such person (as the case may be) in connection with any property loss risk thereby insured against. Tenant will cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section 16.5 and to obtain such waiver of subrogation rights endorsements. If either party hereto fails to maintain the waivers set forth in items (i) and (ii) above, the party not maintaining the requisite waivers shall indemnify, defend, protect, and hold harmless the other party for, from and against any and all claims, losses, costs, damages, expenses and liabilities (including, without limitation, court costs and reasonable attorneys' fees) arising out of, resulting from, or relating to, such failure.

ARTICLE 17 – DAMAGE

17.1 Insured Casualty. If the Premises are damaged by fire or other perils covered by Landlord's insurance and Landlord's lender permits the application of the insurance proceeds to restoration, then Landlord shall repair, reconstruct and restore the base, shell and core of the Premises. Tenant, at its sole cost and expense, shall repair, reconstruct and restore all leasehold improvements to the Premises in existence prior to such casualty and replace its stock in trade, trade fixtures, furniture, furnishings and equipment. Tenant shall commence this work promptly upon delivery of possession of the Premises to Tenant and diligently prosecute such work to completion. Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall have the right to approve the contractors selected by Tenant to perform such improvement work. Notwithstanding the foregoing, in the event of a partial or total destruction of the Premises during the last year of the Term, Landlord and Tenant shall each have the option to terminate this Lease upon giving written notice to the other of exercise of this termination right within thirty (30) days after the destruction. For purposes of this subparagraph (b), "partial destruction" shall be deemed destruction to an extent of at least thirty-three and one-third percent (33 1/3%) of the then full replacement cost of the Premises as of the date of destruction.

17.2 Uninsured Casualty. If the Premises and/or Building are damaged as a result of any casualty not covered by Landlord's insurance (or if covered by insurance but Landlord's lender does not permit the application of the insurance proceeds to restoration), Landlord, within ninety (90) days following the date of such damage, at its option, may (i) commence repair, reconstruction or restoration of the base, shell and core of the Premises, or (ii) elect to terminate this Lease by serving Tenant written notice thereof. In the event Landlord elects to restore the Premises, Tenant shall be responsible for Tenant's obligations outlined in Section 17.1 above.

17.3 Abatement. In the event of repair, reconstruction and restoration as provided in this Article 17, the Minimum Annual Rental and Tenant's share of Common Area Expenses shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired commencing from the date of destruction and continuing until the earlier of (i) the day Tenant recommences business operations in the entire Premises or (ii) ninety (90) days after Landlord's completion of its restoration obligations under this Article 17. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, or the Building, or Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

17.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article 17, should there be a major destruction of the Building (regardless of whether the Premises is damaged), Landlord shall have the right to terminate this Lease on notice to Tenant within ninety (90) days after such destruction. Major destruction of the Building shall be deemed destruction to an extent of at least twenty percent (20%) of the full replacement value of the Building as of the date of destruction.

17.5 Distribution of Proceeds. In the event of the termination of this Lease pursuant to this Article 17, all proceeds from Tenant's insurance under Article 16 and covering the leasehold improvements and any Alterations, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord.

17.6 Waiver of Termination. Tenant waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises, Building or Retail Center, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code.

ARTICLE 18 – EMINENT DOMAIN

18.1 Taking. The term "**Taking**" as used in this Article 18 shall mean an appropriation or taking under the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation.

18.2 Total Taking. In the event of a Taking of the entire Premises, this Lease shall terminate and expire as of the effective date of the Taking.

18.3 Partial Taking. If there is a Taking of more than ten percent (10%) of the Floor Area of the Premises or, regardless of the amount taken, the remainder of the Premises is not suitable for the conduct of Tenant's business, as reasonably determined by Landlord and Tenant, either Landlord or Tenant may terminate this Lease as of the effective date of such Taking, upon giving written notice of such election within thirty (30) days after Landlord or Tenant, as applicable, learns of the Taking.

18.4 Substantial Taking of Building. In the event of a Taking of more than twenty percent (20%) of the Floor Area of the Building, or if by reason of any Taking, regardless of the amount so taken and whether or not the Premises thereof are also taken, the operation of the Building is rendered impracticable or uneconomical in Landlord's reasonable determination, Landlord shall have the right to terminate this Lease on thirty (30) days' written notice to the other.

18.5 Termination of Lease. If this Lease is terminated as provided above, (i) Landlord shall be entitled to the entire award or compensation in such condemnation proceedings, or settlement in lieu thereof, and (ii) the Minimum Annual Rental and Additional Rental for the last month of Tenant's occupancy shall be prorated and Landlord shall refund to Tenant any Minimum Annual Rental and Additional Rental paid in advance.

18.6 Continuation of Lease. In the event of a Taking, if Landlord and Tenant elect not to so terminate this Lease as provided above (or if no right to terminate exists), Landlord shall restore the Premises (to the extent of the condemnation proceeds) to an architectural whole of like quality and character as existed prior to the Taking; thereafter, the Minimum Annual Rental shall be reduced on an proportionate basis, based on the proportion that the Floor Area of the Premises after the Taking bears to the Floor Area of the Premises prior to the Taking.

18.7 Waiver of Statutory Provisions. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any other California law, statute or ordinance now or hereafter in effect, to seek termination of this Lease in the event of a taking, it being the intent of the parties that the provisions of Article 18 of this Lease shall govern the rights of the parties in such event.

ARTICLE 19 – DEFAULTS BY TENANT

19.1 Events of Default. Should Tenant at any time be in default with respect to any payment of Minimum Annual Rental, Additional Rental, or any other charge payable by Tenant pursuant to this Lease for a period of three (3) business days after written notice from Landlord to Tenant; or should Tenant be in default in the prompt and full performance of any other of its promises, covenants or agreements herein contained for more than twenty (20) days after written notice thereof from Landlord to Tenant specifying the particulars of the default (however, if the nature of the default is such that more than twenty (20) days are reasonably required for its cure, then Tenant shall have such time as is reasonably necessary to cure the default, not to exceed sixty (60) days, provided Tenant commences the cure in such twenty (20) day period and diligently prosecutes the cure to completion); or should Tenant abandon the Premises; then Landlord may treat the occurrence of any one (1) or more of the foregoing events as a breach of this Lease and, in addition to any or all other rights or remedies provided to Landlord by law or in equity (all of which remedies shall be distinct, separate and cumulative), Landlord shall have the option, without further notice or demand of any kind to Tenant or any other person: (a) to declare this Lease terminated and to re-enter and take possession of the Premises and remove all persons therefrom; or (b) to exercise the remedy described in California Civil Code Section 1951.4 (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Even though Landlord may have exercised its rights pursuant to (b) above, Landlord may thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. Any notice required above in this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California, or any similar or superseding statute. Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Minimum Annual Rental, Additional Rental, or other charges later accruing by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease.

19.2 Termination of Lease. Should Landlord elect to terminate this Lease pursuant to the provisions of Section 19.1 above, Landlord may recover from Tenant, as damages, the following: (a) the worth at the time of award of any unpaid rental which had been earned at the time of the termination; plus (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rental for the balance of the Term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which is, in the ordinary course of things, likely to result therefrom; plus (e) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the Interest Rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Retail Center at the time of award, plus one percent (1%).

19.3 Definition of Rental. For purposes of this Article 19 only, the term "rental" shall be deemed to be the Minimum Annual Rental and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All sums other than the Minimum Annual Rental shall, for the purpose of calculating any amount due under the provisions of Section 19.2 (c) above, be computed on the basis of the average monthly amount accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute these sums before the sixty (60) month period has occurred, then these sums shall be computed on the basis of the average monthly amount accruing during the shorter period.

19.4 Landlord's Right to Perform. If Tenant shall fail to pay any sum of money or perform any other act on its part to be paid or performed hereunder and such failure shall continue for ten (10) days with respect to Tenant's obligations after Tenant's receipt of written notice thereof from Landlord, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within ten (10) days after demand therefor as Additional Rent.

ARTICLE 20 – DEFAULTS BY LANDLORD

If Landlord fails to perform any of the covenants, provisions or conditions contained in this Lease on its part to be performed within thirty (30) days after written notice of default from Tenant (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure the default after written notice), then Landlord shall be liable to Tenant for all damages sustained by Tenant as a direct result of Landlord's breach; provided, however, Tenant shall not be entitled to terminate this Lease as a result thereof, or offset or abate Minimum Annual Rental or Additional Rental as a result thereof, and in no event shall Landlord be liable to Tenant for consequential damages, including damages for loss of business or profits. If any part of the Premises is at any time subject to a mortgage or a deed of trust and this Lease or the rentals due from Tenant hereunder are assigned to a mortgagee, trustee or beneficiary (called "**Assignee**" for purposes of this Article 20 only) and Tenant is given written notice of the assignment, including the address of Assignee, then Tenant shall give written notice to Assignee, specifying Landlord's default in reasonable detail, and affording Assignee a reasonable opportunity to cure such default for and on behalf of Landlord. Assignee's cure of such default on behalf of Landlord shall be deemed to be Landlord's cure of the same.

ARTICLE 21 – SUBORDINATION, ATTORNMENT AND TENANT'S STATEMENT

21.1 Subordination and Attornment. This Lease is subject and subordinate to all present and future ground or underlying leases of the Building and to the lien of any mortgages or trust deeds, now or hereafter in force against the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, or if any ground or underlying lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or underlying lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the lessor under this Lease to the extent that such purchaser or lessor assumes the obligations of Landlord under this Lease. Tenant shall, within ten (10) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm such attornment and/or the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases.

21.2 Estoppel Certificate. Within ten (10) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate in form and substance required by Landlord, indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Failure of Tenant to timely execute and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

ARTICLE 22 – SECURITY DEPOSIT

22.1 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord the sum specified in Section 1.15 as "Security Deposit" (the "**Security Deposit**"). The Security Deposit shall be held by Landlord without obligation or liability for payment of interest thereon as security for the faithful performance by Tenant of all of the terms of this Lease to be observed and performed by Tenant. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord. Landlord shall not be required to keep the Security Deposit separate from its general funds.

22.2 Application of Security Deposit. Should Tenant at any time during the Term of this Lease be in default or breach of any provision of this Lease, Landlord may, at its option, and without prejudice to any other remedy which Landlord may have at law or in equity, appropriate the Security Deposit, or a portion thereof as Landlord may deem necessary, and apply same toward payment of Minimum Annual Rental, Additional Rental, or to any loss or damage sustained by Landlord due to the default or breach on the part of Tenant. Within five (5) days after written demand by Landlord, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the original sum deposited. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of law, now or hereafter in force, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.

22.3 Refund. Should Tenant perform all of its obligations under this Lease, the Security Deposit, or any balance thereof then remaining, shall be returned to Tenant, within thirty (30) days of the expiration of the term of this Lease or the earlier termination of this Lease, or as otherwise prescribed by law. Tenant acknowledges and agrees that any statutory time frames for the return of a security deposit are superseded by the express period identified in this Section 22.3.

ARTICLE 23– QUIET ENJOYMENT

Upon Tenant's payment of Minimum Annual Rental and Additional Rental, and its observation and performance of all the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises from and after delivery thereof to Tenant free from disturbance by Landlord; subject, however, to the provisions of this Lease.

ARTICLE 24– NOTICES

Any notice, demand or other communication given under the provisions of this Lease (collectively, "**Notices**") by either party to the other party shall be effective only if in writing and (a) personally served, (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (*e.g.*, Federal Express) for next-day delivery. Notices shall be directed to the parties at their respective addresses set forth in the Summary. In the event that a different address is furnished by either party to the other party in accordance with the procedures set forth in this Article 24, Notices shall thereafter be sent or delivered to the new address. Notices given in the foregoing manner shall be deemed given (a) (b) when actually received or refused by the party to whom sent if delivered by carrier or personally served or (b) if mailed, on the day of actual delivery or refusal as shown by the addressee's registered or certified mail receipt. For purposes of this Article 24, a "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service.

ARTICLE 25 – MISCELLANEOUS

25.1 Waiver. Any waiver by Landlord of a breach of a covenant of this Lease by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant. The consent or approval by Landlord to anything requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's right to withhold consent or approval of any subsequent similar act by Tenant. No breach by Tenant of a covenant of this Lease shall be deemed to have been waived by Landlord unless the waiver is in writing signed by Landlord.

25.2 Rights Cumulative. Except as provided herein to the contrary, the rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any rights and remedies not specified in this Lease.

25.3 Entire Agreement. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation

providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language.

25.4 No Representation. Landlord reserves the absolute right to effect such other tenancies in the Retail Center as Landlord, in its sole discretion, shall determine to best promote the interests of the Retail Center Tenant does not rely on the fact, nor is it Landlord's representation, that any specific tenant or number of tenants shall, during the Term of this Lease, occupy any space in the Retail Center

25.5 Amendments in Writing. No provision of this Lease may be amended except by an agreement in writing signed by Landlord and Tenant.

25.6 No Principal Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and Tenant.

25.7 Laws of California to Govern; WAIVER OF TRIAL BY JURY. This Lease shall be governed by and construed in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT, PERCENTAGE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

25.8 Severability. If any provision of this Lease or the application of such provision to any person, entity or circumstances, is found invalid or unenforceable by a court of competent jurisdiction, the determination shall not affect the other provisions of this Lease and all other provisions of this Lease shall be deemed valid and enforceable.

25.9 Successors; Joint and Several. All rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators, and the permitted concessionaires, successors, subtenants and assignees of the parties. If more than one person or entity executes this Lease as Tenant: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

25.10 Time of Essence. Except where the delivery of possession of the Premises to Tenant is concerned, time is of the essence.

25.11 Warranty of Authority. If Tenant is an entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that this Lease is binding upon such entity. If Tenant is an entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) Tenant is duly formed and validly existing in the State of its organization and is qualified to do business in the State where the Retail Center is situated, (ii) all franchise and applicable taxes have been paid to date, and (iii) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due. Concurrently with Tenant's execution and delivery of this Lease to Landlord and/or at any time during the Term within ten (10) days of Landlord's request, Tenant shall provide to Landlord a copy of any documents reasonably requested by Landlord evidencing such formation, qualification, existence and authorization.

25.12 Mortgage Changes. Tenant shall not withhold its consent to changes or amendments to this Lease requested by the holder of a mortgage or deed of trust, or such similar financing instrument, covering Landlord's interest in the Premises so long as such changes do not materially alter the economic terms of this Lease or otherwise materially diminish the rights, or materially increase the obligations of Tenant.

25.13 Waiver of Rights of Redemption. Tenant waives any and all rights of redemption granted under any present and future laws in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise including, without limitation, those afforded to tenants claiming hardship under California Code of Civil Procedure 1179.

25.14 No Implication of Exclusive Use. Notwithstanding any provision to the contrary contained in this Lease, in no event shall any provision of this Lease be deemed to afford Tenant, or otherwise bestow upon Tenant, an exclusive use right with respect to its operation at the Retail Center, and Landlord shall, in Landlord's sole and absolute discretion, be permitted to enter into any leases it desires in the Retail Center at any time it desires (in its sole and absolute discretion).

25.15 Brokers. Landlord has entered into an agreement with the real estate broker specified in Section 1.16 as Landlord's Broker, and Landlord shall pay any commissions or fees that are payable to Landlord's Broker with respect to this Lease in accordance with the provisions of a separate commission contract. Landlord shall have no further or separate obligation for payment of commissions or fees to any other real estate broker, finder or intermediary. Tenant represents that it has not had any dealings with any real estate broker, finder or intermediary with respect to this Lease, other than Landlord's Broker and the broker specified in Section 1.16 as Tenant's Broker. Any commissions or fees payable to Tenant's Broker with respect to this Lease shall be paid exclusively by Landlord's Broker, and Landlord shall have no obligation to ensure such payment by Landlord's Broker to Tenant's Broker. Subject to the foregoing, each party hereto shall indemnify and hold harmless the other party hereto from and against any and all losses, damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and related costs) resulting from any claims that may be asserted against such other party by any real estate broker, finder or intermediary arising from any act of the indemnifying party in connection with this Lease.

25.16 Recording; Confidentiality. Tenant shall not record this Lease or any short form of this Lease. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

25.17 Counterparts. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

25.18 Transfer of Landlord's Interest. Should Landlord sell, exchange or assign this Lease (other than a conditional assignment as security for a loan), then Landlord, as transferor, shall be relieved of any and all obligations on the part of Landlord accruing under this Lease from and after the date of the transfer.

25.19 Right to Show Premises. Landlord shall have the right to enter upon the Premises to show same to prospective tenants during the last six (6) months of the Term or to purchasers at any time during the Term and to post appropriate signs; provided, however, Tenant shall be provided a minimum of twenty four (24) hours prior written notice.

25.20 Mechanics' Lien. Tenant shall pay all costs for work performed by or on account of it and keep the Premises, the Building and the Retail Center free and clear of mechanics' liens or other liens. Tenant shall give Landlord immediate notice (upon Tenant's actual knowledge thereof) of any lien filed against the Premises or against the Building or Retail Center if related to work performed by or for Tenant. Upon Landlord's request, Tenant shall promptly remove of record liens by payment or the recording of an appropriate bond. If a final judgment is entered establishing the validity of any lien which has not been removed of record, Tenant immediately shall pay the judgment. If Tenant fails to pay the judgment within ten (10) days of its entry, Landlord may pay the judgment for Tenant's account. If Tenant fails to remove of record any lien by recording an appropriate bond, Landlord, at its option and without waiving any of its other legal remedies at law or in equity, may pay the lien. In either event, the amount so paid by Landlord, together with costs and reasonable attorneys' fees, shall be immediately due and owing from Tenant to Landlord.

25.21 Trade Fixtures, Personal Property and Alterations. Upon the expiration or earlier termination of the Term, and unless otherwise agreed to by the parties, Landlord shall have the option to (a) take exclusive possession of and title of T any cabling installed by or at the request of Tenant, improvements (including the initial Tenant's Work), additions and alterations, to the extent any of these items are affixed to the Premises, or (b) require Tenant to remove all or some of such items, and to immediately repair any damage occasioned to the Premises by reason of such removal so the Premises are left in a neat and clean condition. Tenant must remove its signs upon the expiration or earlier termination of this Lease, and shall repair any damage to the Premises, Building and/or Retail Center caused by such removal.

25.22 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage, except for the obligations imposed with regard to Minimum Annual Rental and Additional Rental to be paid by Tenant pursuant to this Lease.

25.23 Holding Over. This Lease shall terminate without further notice upon the expiration of the Term of this Lease and, should Tenant hold over in the Premises beyond this date, the holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease. In such event, Landlord may, in its sole discretion, treat Tenant as a tenant at sufferance, subject to all of the terms and conditions of this Lease, except that the Minimum Annual Rental shall be an amount equal to the greater of (a) one and one-half (1½) times the sum of the Minimum Annual Rental and Percentage Rental which was payable for the twelve (12) month period immediately preceding the expiration of the Lease, or (b) the then currently scheduled rent for comparable space in the Building as the same is determined in Landlord's sole discretion. In the event Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify and hold Landlord harmless from all loss or liability which may accrue therefrom including, without limitation, any claims made by any succeeding tenant based on or resulting from Tenant's failure to surrender the Premises. Acceptance by Landlord of any Minimum Annual Rental or Additional Rental after the expiration or earlier termination of this Lease shall not constitute a consent to a Tenant holding over hereunder; nor shall it constitute acceptance of the Tenant as a tenant at will or result in a renewal of this Lease.

25.24 Attorneys' Fees. In the event that at any time after the date of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for the reasonable attorneys' fees and all other costs or disbursements incurred by the prevailing party including, without limitation, any fees, costs or disbursements incurred on any appeal from the action or proceeding.

25.25 Hazardous Materials. Tenant shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept or used in or about the Premises or the Retail Center by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space on the Property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the term of the Lease as a result of such contamination; it being understood that such obligation to indemnify shall not exceed or apply to the extent of any acts or omissions caused by Landlord, its agents or representatives. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Retail Center Without limiting the foregoing, if the presence of any Hazardous Material at the Retail Center is caused by or is permitted by Tenant to remain and thereafter results in any contamination of the Retail Center, Tenant shall promptly take all actions at its sole expense as are necessary to return the Retail Center to the condition existing prior to the introduction of any such Hazardous Material; provided, that Landlord's approval of such actions shall first be obtained. The provisions of this Section 27.28 shall survive the expiration or earlier termination of this Lease. As used herein the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code (Carpenter-Presley Tanner hazardous Substance Account Act), (b) defined as a "hazardous material", "hazardous substance" or "Hazardous waste" under Section 25501 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory), (c) defined as a "Hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances), (d) known to the state to cause cancer or reproductive toxicity under Section 25249.5 or listed pursuant to Section 25249.8 of the California Health and Safety Code (Safe Drinking Water and Toxic Enforcement Act of 1986), (e) petroleum, (f) asbestos, (g) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, (h) designated as a "hazardous

substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 317), (i) defined as the "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42, U.S.C. 9601 et seq. Furthermore, Landlord represents and warrants to Tenant that as of the date of this Lease, Landlord has no actual knowledge (without any independent duty of investigation or inquiry on behalf of Landlord) the presence of any Hazardous Substances in violation of law on, or under or within the Entire Premises.

25.26 Substitution of Premises- Intentionally Omitted

25.27 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the interest of Landlord in the Building or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Building (as such value is determined by Landlord), and neither Landlord, nor any of Landlord's partners, officers, directors, employees, agents, successors and assigns shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

25.28 Guarantor- Intentionally Omitted

[Signatures follow on next page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

"Landlord"

Graziadio Family Development,
a California general partnership

By: GIC Enterprises Inc.
a California corporation
Its general partner

By: _____
William R Lang,
President

"Tenant"*

TEACH, Inc.,
a California corporation

By: _____
Name: Mildred S. Cunningham
Title: _____

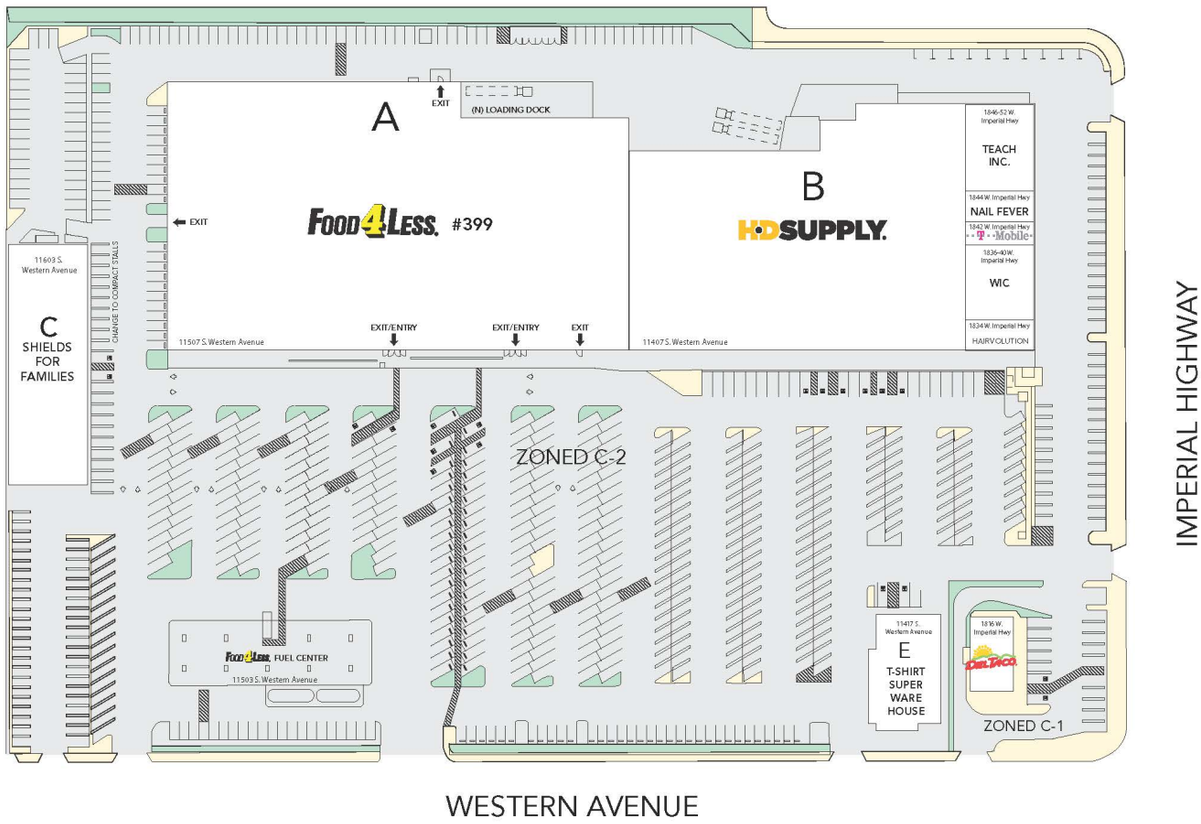
By: _____
Name: Raul Carranza
Title: _____

* **NOTE:**
If Tenant is a California corporation, then one of the following alternative requirements must be satisfied:
(A) This Lease must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must identify the two (2) capacities.
(B) If the requirements of (A) above are not satisfied, then Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Lease.

EXHIBIT A

SITE PLAN

[to be attached]



Powered by BoardOnTrack

EXHIBIT B

WORK LETTER

1. **Plans and Specifications**. Landlord shall supply Tenant with one of the following in connection with the Tenant's Work: (i) CADD drawings of the Premises, a hard copy of such drawings of the Premises, or (iii) a floor plan and dimensions of the Premises. Within ten (10) days after the date of this Lease, Tenant shall submit to Landlord construction plans and specifications for the improvements to be constructed or installed in the Premises ("**Tenant's Work**"). Tenant shall employ a licensed architect approved by Landlord, to prepare plans which are professional, complete and in compliance with governing laws, codes and ordinances and the Declaration. Within ten (10) days thereafter, Landlord will either approve or disapprove the plans and specifications. The plans and specifications as approved by Landlord shall be defined as the "**Approved Construction Plans**". Approved Construction Plans are not a representation by Landlord that they are in compliance with the requirements of the CC&Rs or governing authorities, and it shall be Tenant's responsibility to meet and comply with the CC&Rs and all Federal, State, and local law and code requirements.

2. **Payment for Changes in Work, and Delays in Landlord's Work**. No changes to the Approved Construction Plans shall be made without the written consent of Landlord. Any additional charges, expenses or costs including, without limitation, increased fees which Landlord may be required to pay for architectural, engineering, construction and other similar services arising by reason of any subsequent change in the Approved Construction Plans made at the request of Tenant shall be the sole cost and expense of Tenant and shall be paid by Tenant to Landlord prior to the performance of the work.

3. **Requirements Relating to Tenant's Work**.

3.1 All of Tenant's Work in the Premises shall be strictly in accordance with the Approved Construction Plans, the CC&Rs and all governing laws, codes and ordinances. Tenant shall obtain, at its sole cost and expense, permits and approval from all authorities for Tenant's Work and shall furnish Landlord with a copy of said permits prior to commencement of construction.

3.2 Tenant will competitively bid the construction with the general contractor approved by Landlord. Tenant shall then enter into a construction contract approved by Landlord (which approval shall not be unreasonably withheld or delayed) with the selected contractor to construct Tenant's Work, which contract will name Landlord as a third party beneficiary and permit an assignment to Landlord, at Landlord's election, upon a default by Tenant under the Lease. Tenant shall be responsible for all aspects of coordinating the construction management, including obtaining and paying for utilities consumed during construction.

3.3 Tenant agrees to cooperate and comply with all reasonable rules and regulations which Landlord, its architect or contractor make in connection with Landlord's construction of the Retail Center and Tenant's construction of Tenant's Work. Additionally, Tenant agrees to cause its contractor to agree, in writing, to comply with the Retail Center's rules and regulations, including Landlord's rules and regulations with respect to construction activities in the Retail Center

3.4 Prior to commencement of construction of Tenant's Work, Tenant shall furnish Landlord with (i) evidence that Tenant has satisfied the insurance requirements of Article 16 of this Lease, (ii) a certificate of its general contractor's, subcontractors' and vendors' workers' compensation, and liability insurance, with policy limits as set forth in Article 16 of this Lease and all of which shall name Landlord and any other party that Landlord requests as an additional insured, and (iii) a certificate of insurance evidencing its architect's and engineers' professional liability insurance or errors and omissions insurance (as appropriate).

3.5 Within the earlier of ten (10) days after completion of construction of Tenant's Work, or ten (10) days after Tenant's opening for business, Tenant shall deliver to Landlord the following items: (a) the original of the Certificate of Occupancy for the Premises issued by the appropriate governmental agency; (b) copies of all mechanics' lien releases or other lien releases relating to Tenant's Work, notarized and unconditional, in such form as Landlord shall have pre-approved (provided that standard forms of unconditional waiver and releases provided by the California Contractors State License Board shall be deemed pre-approved); (c) if required by Landlord, a copy of Tenant's recorded valid Notice of Completion; (d) if required by Landlord, copies of all building permits indicating inspection and approval by the issuer of said permits; (e) if required by Landlord, an architect's certification that the Premises have been constructed in accordance with Approved Construction Plans and are one hundred percent (100%) complete; (f) if required by Landlord, copies of all guaranties, warranties and operations manuals issued by the contractors and suppliers of Tenant's Work, which guaranties and warranties shall inure to the benefit of both Landlord and Tenant; and (g) if required by Landlord, an as-built plan for Tenant's Work. Notwithstanding 3.5(b) above, in the event of a dispute between Tenant and its general contractor or subcontractor, in lieu of the lien releases, Tenant may furnish a lien release bond to protect against any mechanic liens asserted by the general contractor or its subcontractors for any unpaid amounts if any lien has been filed (or if no lien has been filed, the applicable time period for the general contractor or subcontractor to properly record a mechanic’s lien has expired).

4. **Construction Allowance**. Notwithstanding anything to the contrary contained in this Exhibit B, Landlord agrees to contribute the sum ("**Construction Allowance**") of up to 00/100 Dollars ($0.00) toward the cost of Tenant's Work, except that said sum shall not in any event be applied toward Tenant's personal property, trade fixtures, inventory, signs or architect fees. Within thirty (30) days after written request and following the date Tenant has opened for business in the Premises, and provided that Tenant is not then in default under the Lease (beyond any applicable notice and cure period set forth in this Lease), Landlord shall pay to Tenant the Construction Allowance upon: (x) Tenant's substantial completion of Tenant's Work, as certified in writing by Tenant's architect and receipt of a certificate of occupancy, temporary certificate of occupancy, or its legal equivalent allowing legal occupancy of the Premises by Tenant, and (y) Landlord's receipt of all items specified in Section 1 and Section 3.5 above.

The cost of any work performed by Landlord for the benefit of Tenant, any amounts owed by Tenant under Section 2 of this Exhibit B and any rent owing under this Lease shall be deducted from the Construction Allowance before said Construction Allowance is paid to Tenant.

.

EXHIBIT C

LANDLORD'S WORK:

Landlord shall deliver the Premises in its present "as-is" condition.

MODIFIED NET LEASE

BETWEEN

GRAZIADIO FAMILY DEVELOPMENT,

a California general partnership,

AS LANDLORD,

AND

TEACH, INC.

a California corporation,

AS TENANT

TABLE OF CONTENTS

		Page
ARTICLE 1	– BASIC LEASE PROVISIONS	1
ARTICLE 2	– EXHIBITS	2
ARTICLE 3	– PREMISES	2
3.1	Premises	2
3.2	Reservation	2
3.3	Floor Area	2
ARTICLE 4	– TERM	2
4.1	In General	2
4.2	Option Terms	3
ARTICLE 5	– DELIVERY OF POSSESSION	3
ARTICLE 6	– CONSTRUCTION AND OPENING DATE	3
6.1	Construction	3
6.2	Opening Date	3
ARTICLE 7	– RENTAL	3
7.1	Minimum Annual Rental	3
7.2	Intentionally Omitted	4
7.3	Additional Rental	4
7.4	Place and Method of Payment	4
7.5	Late Payments	4
ARTICLE 8	-INTENTIONALLY OMITTED	
ARTICLE 9	– TAXES	4
9.1	Real Property Taxes	4
9.2	Personal Property Taxes	5
ARTICLE 10	– UTILITIES	5
10.1	Utility Charges	5
10.2	Waiver of Liability	5
ARTICLE 11	– TENANT'S CONDUCT OF BUSINESS	5
11.1	Permitted Use and Trade Name	5
11.2	Covenant to Operate	5
11.3	Intentionally Omitted	5
11.4	Rules and Regulations	5
11.5	Advertising Media; Signage	5
11.6	Compliance with Laws	6
ARTICLE 12	– MAINTENANCE, REPAIRS AND ALTERATIONS	6
12.1	Landlord's Maintenance Obligations	6
12.2	Landlord's Right of Entry	6
12.3	Tenant's Maintenance Obligations	6
12.4	Alterations	6
ARTICLE 13	– COMMON AREA	7
13.1	Definition of Common Area	7
13.2	Maintenance and Use of Common Area	7
13.3	Control of and Changes to Common Area	7
13.4	Parking	7
13.5	Common Area Expenses	7
13.6	Payment of Common Area Expenses	7
ARTICLE 14	– ASSIGNMENT AND SUBLETTING	8
14.1	No Assignment	8
14.2	Procedures	8
14.3	Landlord Consent	8
14.4	Transfer Premium	8
14.5	Landlord's Option as to Subject Space	8
14.6	No Release	8
14.7	Form	8
14.8	Additional Transfers	8
14.9	Fees	9
ARTICLE 15	– INTENTIONALLY OMITTED	9
ARTICLE 16	– INSURANCE	9
16.1	Tenant's Insurance	9
16.2	Policy Form	9
16.3	Increased Premiums Due to Use of Premises	9
16.4	Indemnity	9
16.5	Waiver of Subrogation	9

Page

ARTICLE 17 – DAMAGE 10

17.1 Insured Casualty 10
17.2 Uninsured Casualty 10
17.3 Abatement 10
17.4 Major Destruction 10
17.5 Distribution of Proceeds 10
17.6 Waiver of Termination 10

ARTICLE 18 – EMINENT DOMAIN 10

18.1 Taking 10
18.2 Total Taking 10
18.3 Partial Taking 10
18.4 Substantial Taking of Building 10
18.5 Termination of Lease 10
18.6 Continuation of Lease 10
18.7 Waiver of Statutory Provisions 11

ARTICLE 19 – DEFAULTS BY TENANT 11

19.1 Events of Default 11
19.2 Termination of Lease 11
19.3 Definition of Rental 11
19.4 Landlord's Right to Perform 11

ARTICLE 20 – DEFAULTS BY LANDLORD 11

ARTICLE 21 – SUBORDINATION, ATTORNMENT AND TENANT'S STATEMENT 11

21.1 Subordination and Attornment 11
21.2 Estoppel Certificate 12

ARTICLE 22 – SECURITY DEPOSIT 12

22.1 Security Deposit 12
22.2 Application of Security Deposit 12
22.3 Refund 12

ARTICLE 23 – QUIET ENJOYMENT 12

ARTICLE 24 – NOTICES 12

ARTICLE 25 – MISCELLANEOUS 12

25.1 Waiver 12
25.2 Rights Cumulative 12
25.3 Entire Agreement 12
25.4 No Representation 12
25.5 Amendments in Writing 12
25.6 No Principal Agent Relationship 13
25.7 Laws of California to Govern; WAIVER OF TRIAL BY JURY 13
25.8 Severability 13
25.9 Successors; Joint and Several 13
25.10 Time of Essence 13
25.11 Warranty of Authority 13
25.12 Mortgage Changes 13
25.13 Waiver of Rights of Redemption 13
25.14 No Implication of Exclusive Use 13
25.15 Brokers 13
25.16 Recording; Confidentiality 13
25.17 Counterparts 13
25.18 Transfer of Landlord's Interest 13
25.19 Right to Show Premises 13
25.20 Mechanics' Lien 14
25.21 Trade Fixtures, Personal Property and Alterations 14
25.22 Force Majeure 14
25.23 Holding Over 14
25.24 Attorneys' Fees 14
25.25 Hazardous Materials 14
25.26 Substitution of Premises 14
25.27 Landlord Exculpation 15
25.28 Guarantor 15

EXHIBITS

Exhibit A – Site Plan
Exhibit B – Work Letter
Exhibit C – Landlord’s Work

INDEX

Page(s)

Additional Rental 4
Alterations 6
Assign 7
Assignee 11
Assignment 7, 8
Broker(s) 1
Building 1
CC&R's 5
Chronic Delinquency 4
Common Area 6
Common Area Expenses 7
Floor Area 2
Guarantor 1
Hazardous Material 14
Interest Rate 4
Landlord 1
Lease 1
Minimum Annual Rental 1
Notices 12
Original Tenant 2
Premises 1
prime rate 4
reference rate 4
Rental Commencement Date 1
Security Deposit 1
Retail Center 1
Retail Center and Building 1
Taking 10
Taxes 4
Tenant 1
Tenant's Signage 5
Tenant's Trade Name 1
Term 1
Transfer Premium 8
Use of Premises 1

Coversheet

Board Member Applicant - JJ Lewis

Section:	III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item:	J. Board Member Applicant - JJ Lewis
Purpose:	Discuss
Submitted by:	
Related Material:	Lewis-CV.pdf Board Member Recruitment and Appointment Policy - Lewis.docx

James J. (J.J.) Lewis

Curriculum Vitae

2159 Chesterton Street * Simi Valley, California 93065
(703) 967-1701 – cell * lewis1jj@gmail.com – eMail
www.linkedin.com/in/lewis1jj

Education

2019 – Present	Doctor of Education in Organizational Change and Leadership University of Southern California, Los Angeles, California
2016 – 2017	Master of Arts in Educational Leadership San Diego State University, San Diego, California
2012 – 2012	Nonprofit Management Executive Certificate Georgetown University, Washington, DC
2003 – 2006	Bachelor of Science in History Central Michigan University, Mount Pleasant, Michigan

Employment

2015 – Present	Superintendent & CEO Compass Charter Schools, Thousand Oaks, California
2013 – 2016	Manager, Major Giving Detroit Public Television | WRCJ 90.9 FM, Wixom, Michigan
2009 – 2013	Manager, Community Relations ServiceSource, Alexandria, Virginia
2009 – 2009	Advertising Director *INSIGHT Into Diversity* Potomac Publishing, Inc., St. Louis, Missouri
2008 – 2009	Senior Advertising Manager *Diverse: Issues in Higher Education* Cox, Matthews & Associates, Fairfax, Virginia
2008 – 2008	Project Administrator National Fish and Wildlife Foundation, Washington, D.C.
2008 – 2009	Assistant Manager Carafe Wine Makers, Alexandria, Virginia
2008 – 2008	Coordinator of Student Life Broward Community College, Davie, Florida
2007 – 2008	Undergraduate Admissions Counselor Barry University, Miami Shores, Florida
2006 – 2006	First Year Experience Mentor Central Michigan University, Mount Pleasant, Michigan

2006 – 2006	Student Program Coordinator for Membership Services University Recreation Central Michigan University, Mount Pleasant, Michigan
2003 – 2006	Student Assistant for Public Relations Volunteer Center Central Michigan University, Mount Pleasant, Michigan
2002 – 2007	Public Relations Coordinator Fowlerville District Library, Fowlerville, Michigan

Teaching and Teaching Assistance Experience

Central Michigan University

- *First Year Experience* (FYE 101): Provides an understanding of the university environment, value of learning, career guidance and student responsibilities.

Awards, Honors and Scholarships

Association of Fundraising Professionals, Greater Detroit Chapter
- President's Award, 2013

Association of Personalized Learning Schools & Services
- APLUS+ Pioneer Award for Leadership, 2019

Central Michigan University Office of Greek Life
- Greek Man of the Year Award, 2005

Central Michigan University Office of Student Life
- Shining Star Award for Student Leadership, 2005, 2006
- Rising Star Award for Student Leadership, 2004

Global Forum for Education and Learning
- Top 100 Visionaries in Education, 2021

Kappa Delta Pi International Honor Society in Education
- Teacher of Honor, 2019

Michigan Campus Compact
- Certificate of National Service, 2005, 2006
- Heart and Soul Award, 2005, 2006
- Michigan Service Scholars AmeriCorps Program, 2005, 2006

Michigan Disability Sports Alliance
- President's Award, 2005
- Outstanding Volunteer of the Year Award, 2001
- Coach of the Year Award, 1998

Michigan Interscholastic Press Association
- Award of Merit for Front Page Newspaper Design, 2002

San Diego State University
- Rising Aztecs Award, 2019

San Fernando Valley Business Journal
- The Valley 200 Class of 2020
- The Valley 200 Class of 2019

ServiceSource
- President's Team Award, 2011

State of Michigan
- Governor's Service Award, 2003

The Phi Kappa Tau Fraternity, Inc.
- Phi Taus Under 40, 2016
- Thomas L. Stennis II Award, 2016
- Thomas L. Stennis II Award, 2013

Who's Who Among Students in American Universities and Colleges
- Awarded in 2006

Professional Certifications

BlazeSports Institute of Applied Science
- Certified Disability Sport Specialist

BoardSource
- Leadership Certificate for Nonprofit Chief Executives

CFRE International
- Certified Fundraising Executive

Charter Schools Development Center
- Charter Business Officer

Equality California
- Leadership Institute Fellow

Google for Educators
- Google Certified Educator Level I

International Boccia Commission
- International Boccia Official

Investment Fiduciary Leadership Council
- Certified Foundation Fiduciary Specialist

Leading Edge Alliance
- Leading Edge Certified Online & Blended Teacher

Library of Michigan
- Class V Librarian

Remote Leadership Institute
- Remote Leadership Certified

Professional Service

ARC of Livingston County
- Vice President, 2003 – 2005

Academy of Arts and Sciences Charter School
- President, 2014 – 2015
- Vice President, 2014 – 2014
- Board Member, 2013 – 2014

American Association of School Personnel Administrators
- Member, Diversity, Equity & Inclusion Committee, 2020 – present

Association of Fundraising Professionals, Greater Detroit Chapter
- Vice President, 2015 – 2016
- Board Member, 2014 -2014
- Chair, National Philanthropy Day Committee, 2014 – 2016
- Chair, Sponsorship Committee, 2013 – 2016
- Chair, Government Affairs Committee, 2013 – 2013

Association of Personalized Learning Schools & Services
- Member, Advisory Council, 2019 – present

AVID Center
- Member, National Superintendent's Collaborative, 2020 – present

BlazeSports America
- Member, Boccia Sport Technical Committee, 2010 – 2015

Blue Water Safe Horizons
- Board Member, 2013 – 2014

City of Alexandria, Virginia
- Community Services Board Member, 2012
- Sister Cities Committee Member, 2008 – 2009
- Alexandria-Gyumri Sister City Committee Member, 2008 – 2009

City of Howell, Michigan
- Local Officer's Compensation Commission Member, 2013 – 2014, 2015 - 2016
- Economic Development Council Member, 2002 – 2007

City of Miramar, Florida
- Police Pension Fund Commission Member, 2008 – 2008

Digital Learning Consortium

- Member, 2018 – present

El Dorado County Charter SELPA

- CEO Executive Council Member, 2016 – present
- Selection Committee Member, 2016 – present

Howell Carnegie District Library

- Trustee, 2013 – 2014

Michigan Disability Sports Alliance

- Board Member, 2013 – 2015
- Executive Director, 2004 – 2006
- President, 2002 – 2004
- President-Elect, 2000 – 2002
- Board Member, 1998 – 2000

Michigan Sports Festival for Athletes with Physical Disabilities

- Volunteer Coordinator, 2002 – 2006
- Boccia Ball Official, 1996 – 2006

National Boccia Championships

- Chairperson, 2005
- Boccia Ball Official, 2003 – 2005

National Disability Sports Alliance

- Board Member, 2002 – 2007

Ontario Paralympic Championships

- Boccia Ball Official, 2005

The Charter Schools Resource Journal

- Editorial Board Member, 2017 – present

The Phi Kappa Tau Fraternity, Inc.

- West Coast Domain Director, 2019 - present
- National Service Advisor, 2014 – 2016
- Great Lakes Domain Director, 2013 - 2016
- Young Professionals Giving Advisor, 2011 – present
- Tidewater Domain Director, 2010 - 2013
- Gamma Lambda Graduate Council President, 2007 – 2013
- Gamma Lambda Board of Governors, 2006

USA Boccia

- Chair, Governance Committee, 2015 – 2016
- Member, Sport Technical Committee, 2015 – 2016

University of California, Riverside

- Member, Transformative Leadership in Disruptive Times Executive Program Advisory Board, 2020 – present

Wellness for Educators

- Member, Advisory Board, 2020 – present

Windsor Classic Indoor Games for the Disabled

- Boccia Ball Official, 1996 – 2005

University Service

Barry University

- Division of Enrollment Management
    - Student Ambassador Team Advisor, 2007

Broward Community College

- Division of Student Affairs
    - Student Programming Association Advisor, 2008

Central Michigan University

- Academic Senate
    - Executive Committee, 2003 – 2004
- Alumni Association
    - National Alumni Association Board of Directors Member, 2018 – present
    - Young Alumni Board of Directors Member, 2014 – 2018
    - Detroit Young Alumni Regional Fellow, 2013 – 2014
    - DC Young Alumni Regional Fellow, 2012 – 2013
- Inter Fraternity Council
    - Vice President of External Affairs, 2005 – 2006
    - Philanthropy Chairman, 2004 – 2006
- Office of Student Life
    - Greek Week Co-Chairperson, 2006
    - Homecoming Co-Chairperson, 2005
    - Relay For Life Co-Chairperson, 2004
- Order of Omega
    - Fundraising Chairman, 2006
    - Philanthropy Chairman, 2005
- The Phi Kappa Tau Fraternity, Inc.
    - Chapter President, 2006

    - Fundraising Chairman, 2006
    - Philanthropy Chairman, 2005 – 2006
    - Parliamentarian, 2004
- Student Body Vice President, 2004
- Student Budget Allocation Committee
    - Chairperson, 2006
    - Vice Chairperson, 2005
    - Committee Member, 2004
- Student Government Association
    - Student Senator, 2003, 2005 – 2006
    - Director of Special Events, 2005
    - Press Secretary, 2004
    - Senate Leader Pro Tem, 2003
    - Public Relations Chairperson, 2003
- Volunteer Center
    - Alumni Chapter Board Member, 2014 – present
    - Issue Day Conference Chairperson, 2005
    - Relay For Life Co-Chairman, 2004
    - David Garcia Project Coordinator, 2003 – 2006

George Mason University

- Department of Global and Community Health
    - Advisor Committee Member, 2011 – 2013

Professional Memberships

American Association of School Personnel Administrators
Association of California School Administrators
Association of Fundraising Professionals
Board Source
California School Public Relations Association
Central Michigan University Alumni Association
Kappa Delta Pi International Honor Society in Education
San Diego State University Alumni Association
The Phi Kappa Tau Fraternity, Inc.

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?**

   One of the beliefs I have in terms of board service, is to review the materials being presented by the school and to ask questions to understand what I am reviewing. I also believe that by asking questions, we as board members can help staff think differently about the work.

   I do believe we are here to govern, while the staff is here to manage. Through governance, we set long-term goals, check-in on those goals, and provide high-level guidance to meet those goals.

2. **What specific strengths, skills or capabilities will you bring to this position?**

   I am a charter leader, within the Nonclassroom-based public charter school space. I have also served on boards for over 20 years, at the local, state, regional, and national level. My background is in nonprofit management as well. I understand governance itself, along with communication, strategic planning, and more. I believe I am a well-rounded candidate with numerous experiences which will benefit TEACH.

For additional information about our schools, please visit our website at www.teachpublicschools.org or contact TEACH Public Schools at 323-872-0808.

3. **Why are you interested in being a board member?**

   I was asked to consider serving, and give my time to organizations where there is a mission-fit. I believe in the work of TEACH and am supportive of its mission and growth. I believe I can provide insights from the charter school landscape, as I also serve the Association of Personalized Learning Schools & Services, Small School Districts Association, and more.

   I enjoy giving my time and talents and would be honored to give my time to TEACH Public Schools.

4. **Please list two (2) references (name and email/phone) we may contact regarding your capacity to serve on the Board.**

   Kiumars Arzani | Executive VP of Operations, CSMC
   karzani@csmci.com

   Kathryn Kennedy | Founder & Executive Director, Wellness for Educators
   kathrynkennedyphd@gmail.com

For additional information about our schools, please visit our website at www.teachpublicschools.org or contact TEACH Public Schools at 323-872-0808.

Coversheet

TEACH Academy of Technologies

Section: IV. School Site Reports
Item: A. TEACH Academy of Technologies
Purpose: FYI
Submitted by:
Related Material: TEACH_Academy_MonthlyBoardReport MARCH 2020 2021.pdf

CONFIDENTIAL

TEACH Public Schools

TEACH Academy of Technologies

Monthly Board Report

For the Month of:

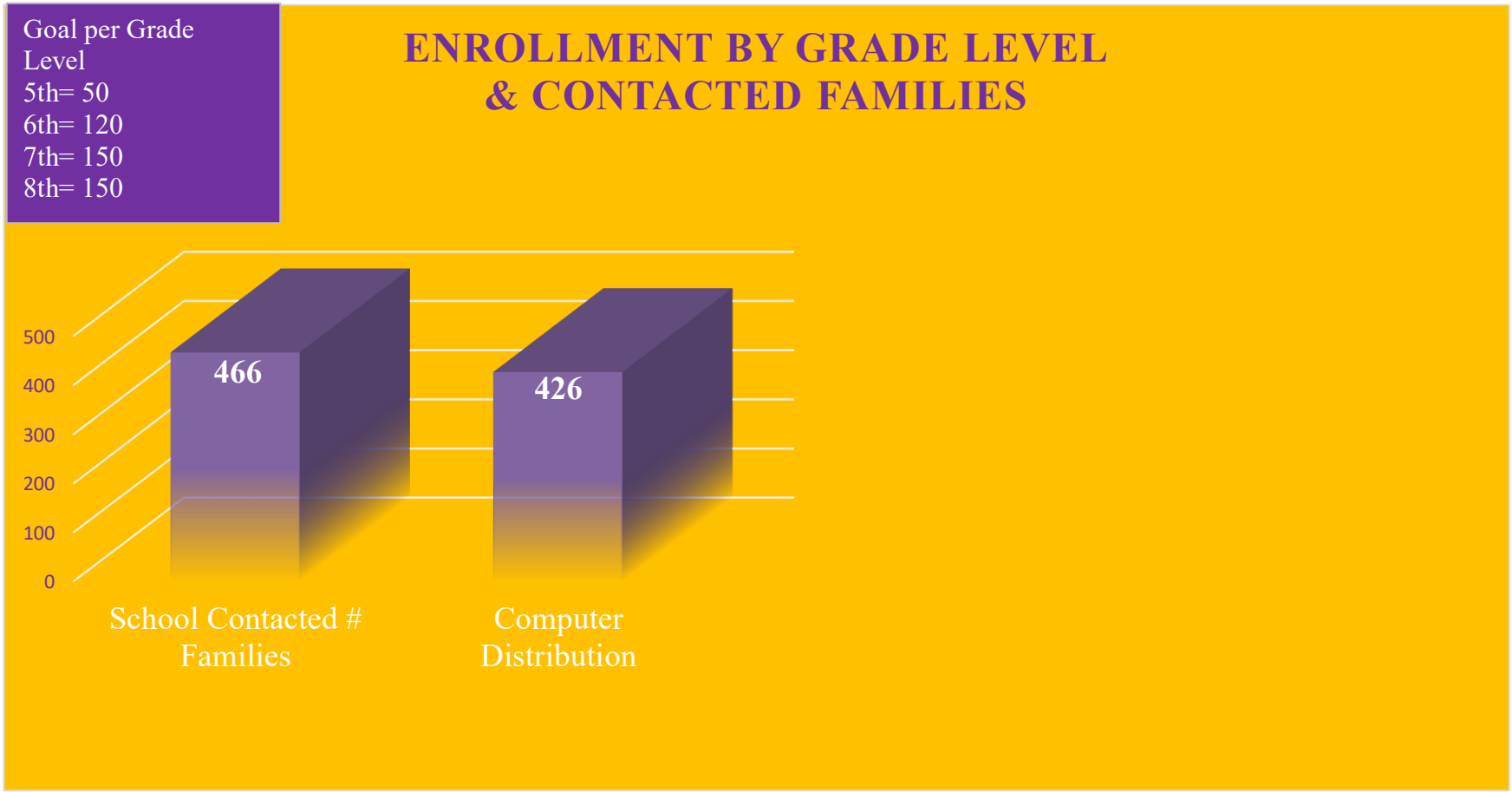
MARCH 2021

CONFIDENTIAL

TEACH Public Schools - TEACH Academy of Technologies: School Goals Report 2020-2021

ENROLLMENT BY GRADE LEVEL & TECHNOLOGY

School Contacted Families: 100%



Notes (Implemented Strategies &/or Challenges):

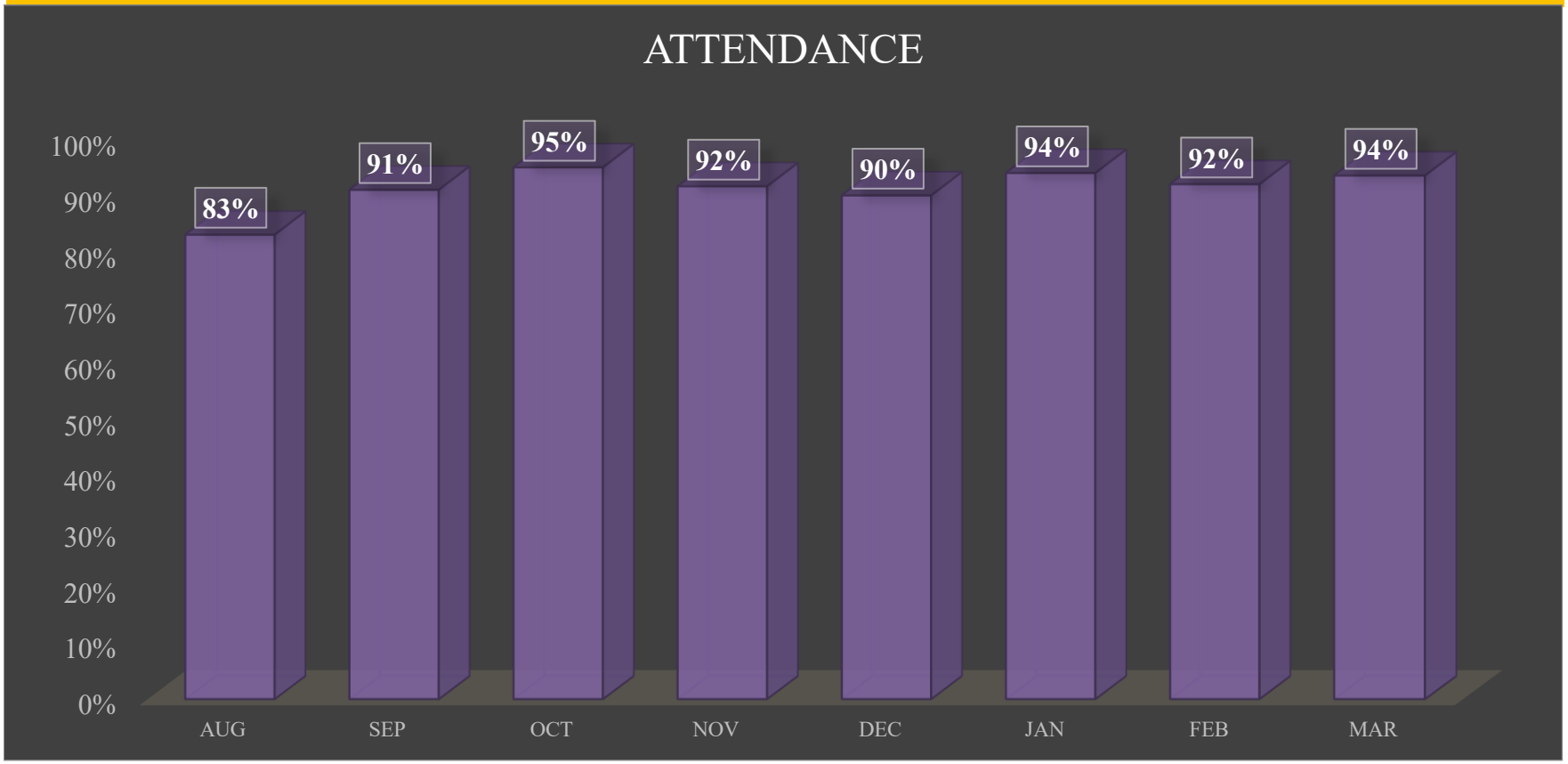
a) Technology was distributed to students who needed it, whether that be computers or hotspots.

2) Due to the economic impact of COVID, we need to continue providing devices and give out more since many student families' financial situation.

TEACH Public Schools - TEACH Academy of Technologies: School Goals Report 2020-2021

STUDENT ATTENDANCE

Goal: Maintain a 96% or above average daily attendance (LCAP Goal 4)



Notes (Implemented Strategies &/or Challenges):

a) A new schedule was implemented and an extra class was added.

b) ParentSquare sends absence & tardy notifications then parents contact school, teachers, office staff to provide information.

c) Teachers and office staff make phone calls and send emails to continue engaging students and parents reply via ParentSquare, email, phone and text messages.

d) We have received notifications from parents stating that they have tested positive for COVID 19 (students & parents)

TEACH Public Schools - TEACH Academy of Technologies: School Goals Report 2020-2021

Enrollment and Turnover

Goal: **Maintain minimum enrollment level of 446 students and keep attrition below 3 students**

Summary Status: Currently increasing recruitment efforst to target 446 and maintain ADA

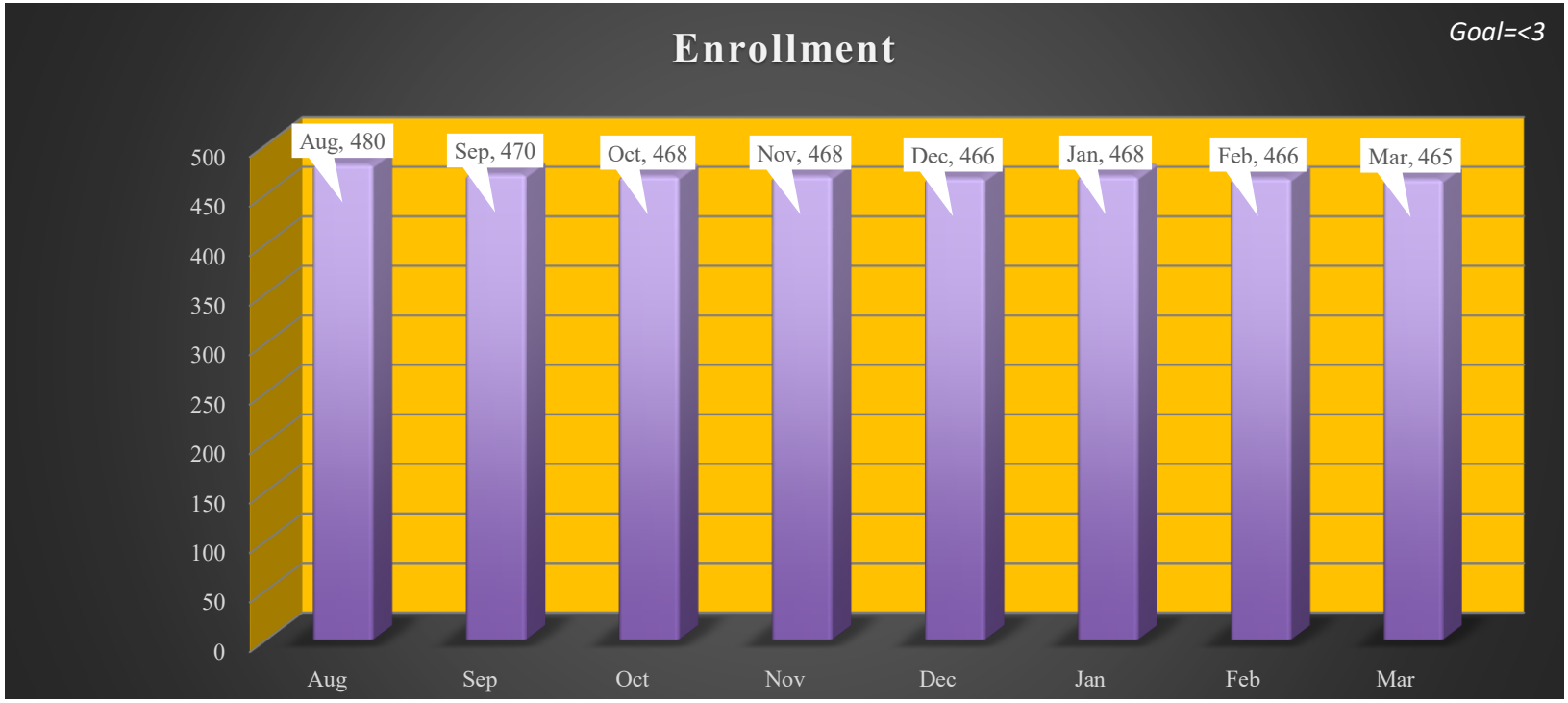


Chart Notes: 20-21 Annual is an average across months year to date.

Notes (Implemented Strategies &/or Challenges):

a) Although the 2020-2021 school year was projected to be Online, we are going to provide a Hybrid Model.

b) The teachers are providing instruction via Zoom and the Success Academy Period was added into the new schedule (3D, Art & Photography, Busness and Personal Finance, Coding, Cooking, Creative Writing, Math Tutoring, Movie Making, Spanish Immersion, Speech and Debate/School Newspaper.

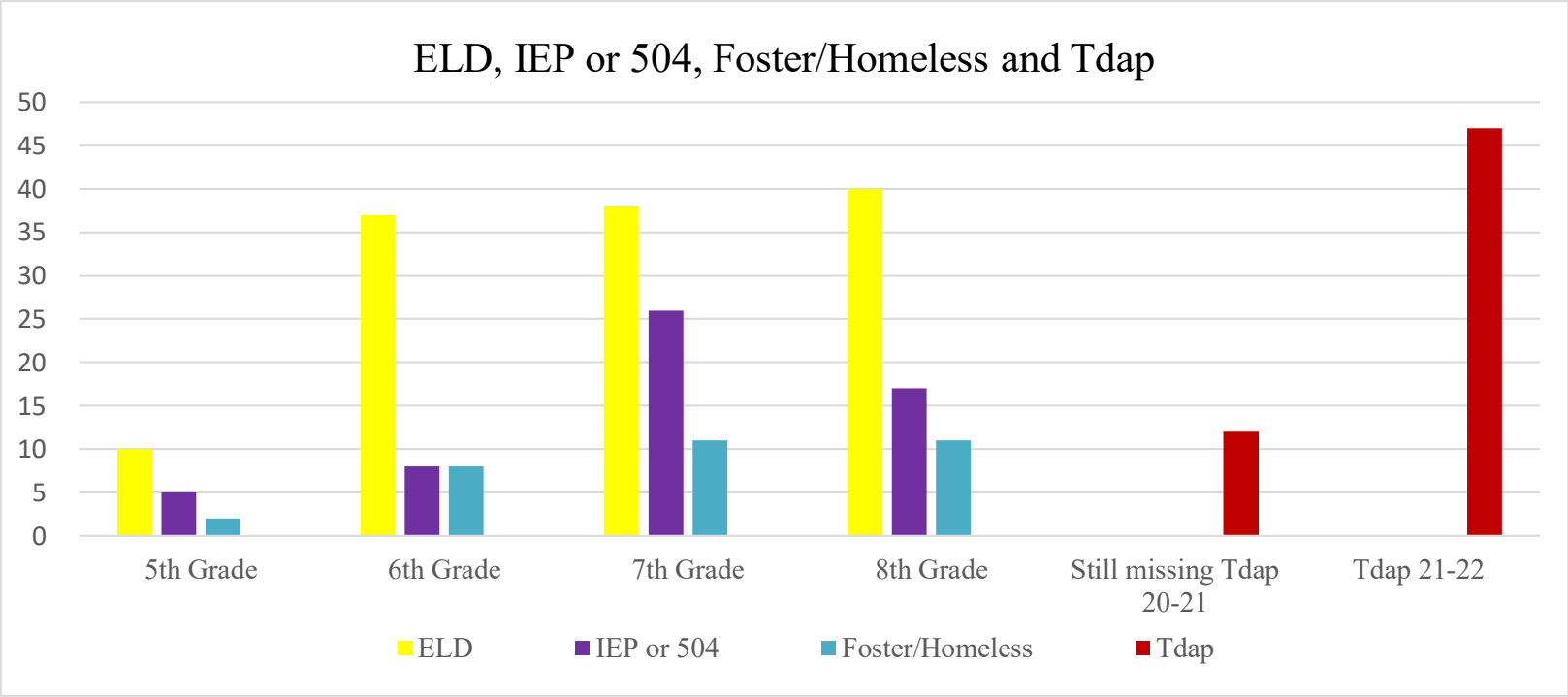
c) Google Classroom & other plataforms will be utilized for classroom instruction. ParentSquare is a great resource to communicate with parents and the school. PowerSchool lets staff members handle any school business.

d) Student Schedules were changed and extended until 2:30 pm Mon-Thu. Every student sees all teachers everyday.

e) Families are moving out of town, but they have continued with distance learning at TEACH

TEACH Public Schools - TEACH Academy of Technologies: School Goals Report 2020-2021

ELD, IEP or 504, Foster/Homeless & Tdap



Notes (Implemented Strategies &/or Challenges):

a) Our school accomodates students who are English Language Learners, have IEPs or 504s, or are Foster children or Homeless.

b) We continue the IEP meetings and physical assessments.

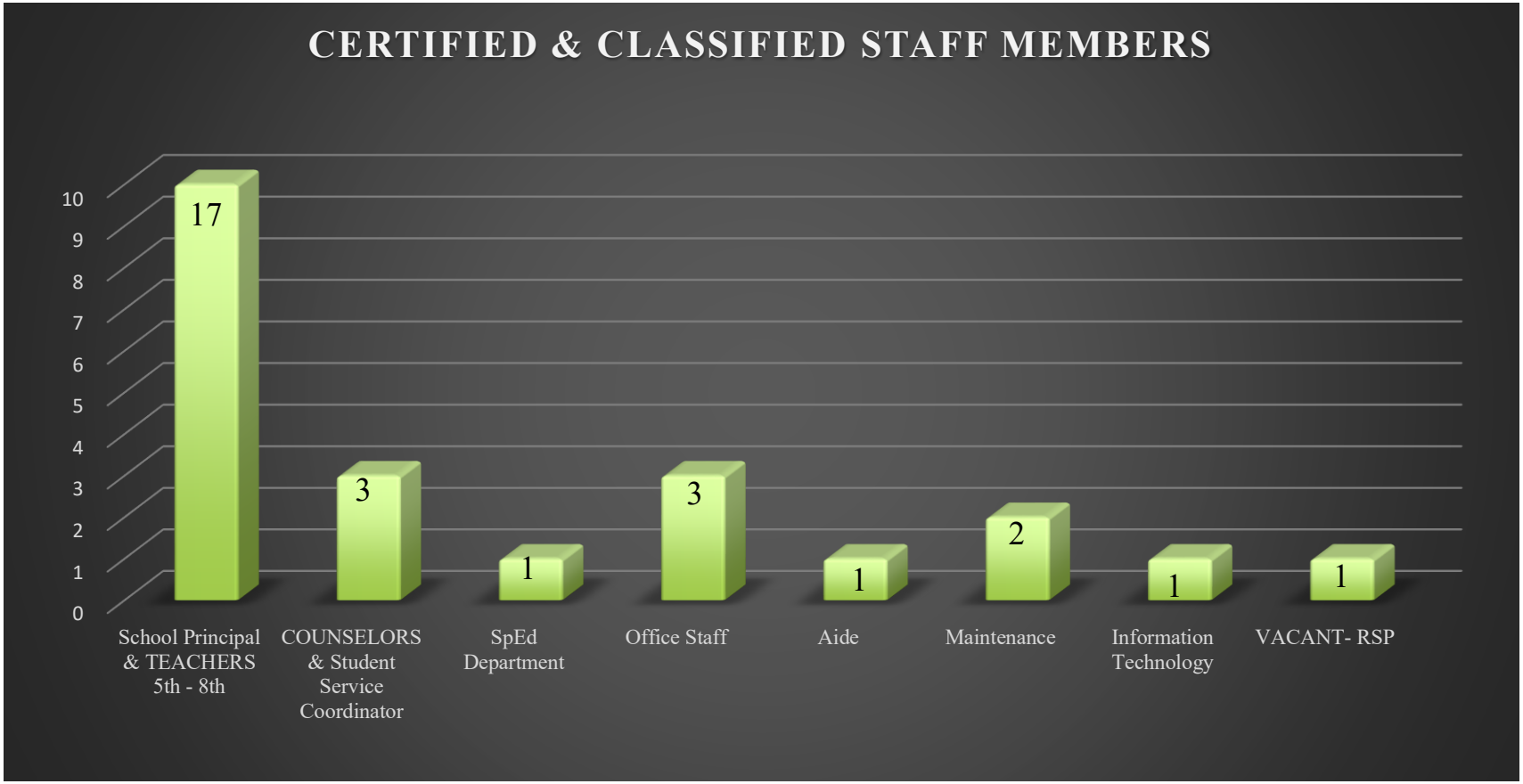
c) For the 2020-2021 year, there are still 12 students that are out of compliance with the 7th Grade Tdap standards.

d) For the 2021-2022 year, there are 47 students that have not received the Tdap vaccine yet. However, this can be excused as the COVID pandemic does not allow for easy access to vaccines.

TEACH Public Schools - TEACH Academy of Technologies: School Goals Report 2020-2021

TAT STAFF MEMBERS

CERTIFIED & CLASSIFIED



Notes (Implemented Strategies &/or Challenges):

TAT teachers are very diligent attending all Zoom sessions. If any teacher is absent or has to leave early, the teachers send messages to parents and the students follow the teacher's agendas

TEACH Public Schools - TEACH Academy of Technologies: PROFESSIONAL DEVELOPMENT

Summary Status: **Professional Development VIA ZOOM; Dibrief is once a week. Principal is always available**

Professional Development

Weebly Pages
ELPAC 2020-2021 IN PROGRESS
ELPAC 2019-2020 COMPLETED
IAB- Week test April 2021
Clever
Khan Academy
Pixton
Writable- Feature
HMH Core & Supplementals
SpEd Ins. & IEP Accomodations
Google voice
Email & G-Drive
Success Academy
Google Classroom
Creating ATinyURL
ParentSquare
ILLUMINATE-Students & Parents are able to see their grades
PowerSchool

a) Pixton: this platform was added to motivate students to create stories.
b) In addition to PowerSchool, TEACH will have Illuminate.
c) Writable: helps students improve their grammar .
d) SecureAirBrowser was downloaded onto the Chromebooks but some students haven't been able to take the test in a Hybrid Model therefore, we have been inviting them to take the test at school.

Coversheet

TEACH Tech Charter High School

Section: IV. School Site Reports
Item: B. TEACH Tech Charter High School
Purpose: FYI
Submitted by:
Related Material: AprilTEACH_TechMonthlyBoardReport.xlsx.pdf

CONFIDENTIAL

TEACH Public Schools

TEACH Tech Charter High School

Monthly Board Report

For the Month of:

Apr-21

TEACH Tech School Report 2020-21

Enrollment	
Goal:	**Maintain 445 student enrollment.**
Attendance	
Goal:	**Maintain 95% ADA.**
Summary Status:	Our Assistant Principal and Parent Liason are conducting Tiered ReEngagement Strategies (as proposed in our LCAP plan) to maintain student enrollment. Teachers and Office staff communicate with students verify their participation statuses. Now that COVID numbers are going down we will begin home visits again for the students below.

Grade	Students	ADA	HomeVisits Needed (Tier 3)
9	135	95%	1
10	126	94%	2
11	92	93%	2
12	81	95%	2
Grand Total	**434**	**95%**	**7**

LAUSD Visit Results

We have received our LAUSD Oversight Vist Results from LAUSD.

We have received the highest cumulative score that TEACH Tech has ever received!!

SUMMARY OF RATINGS (4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory			
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
4	2	4	3

I have to THANK everyone on the team for this success, each and every one of you plays a key role in our continued growth.

As a note, a "2 " in Student Academic achievement is tied to our previous years' SBAC scores reported in our School Dashboard. We have definitely been working on the school-wide instructional strategies and interventions to raise our SBAC scores in the near future.

April Fail Data

59% of all students are failing 1 or more class
59% of 9th-Grade students are failing
61% of 10th-Grade students are failing
56% of 11th-grade students are failing
55% of 12th-grade students are failing

71% of IEP students are failing
73% of EL students are failing

Interventions: Tutoring, 1-1 Parent Conferences with counselor, Synchrous time to complete work
* We will be grading with grace at the end of the semester but this is the current data.

TEACH Tech School Report 2020-21

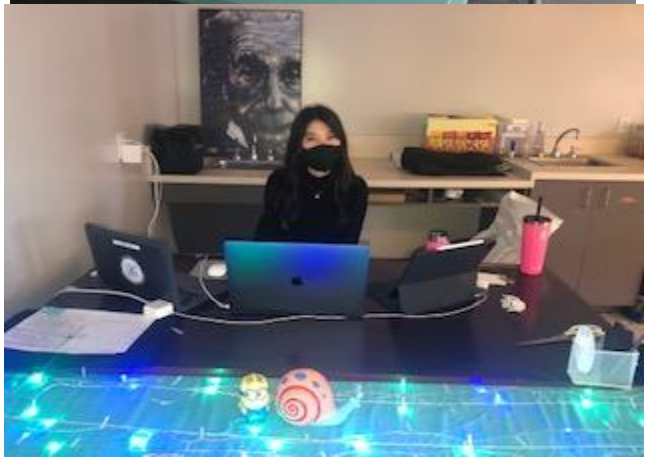
We have reopened!

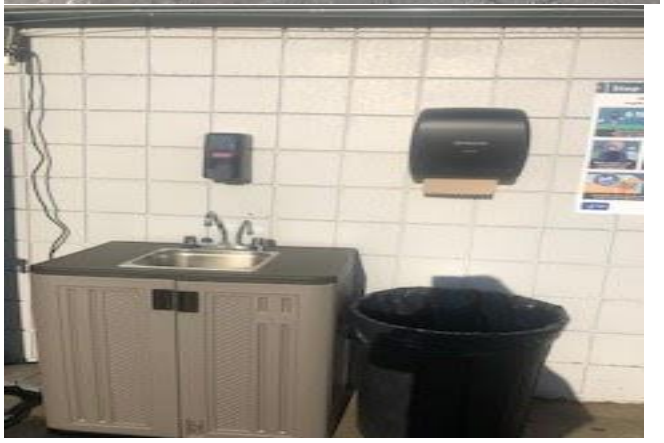












TEACH Tech School Report 2020-21

Class of 2021 Acceptances











































































Highlights

2 Students Accepted to UCLA

1 student accepted to Howard

Awards and Senior Signing Day in May

Summer Expanded Learning

TEACH Tech Charter High School
In Person Summer Programs 2021
Dates: June 21st - July 15th (No Fridays)
Main Office Hours: Monday through Thursday 8-2:30

There are many options for **summer school**. All students and parents who are interested in summer school must speak to **Ms. Haydel** to ensure that they enroll in the correct course(s) for the summer:

1. Incoming 9th Grade Summer Bridge - To orient and prepare incoming 9th grade students for high school skills in English, Math and Work Habits.

a) Advisory
b) English
c) Math

2. English Learner - Speaking and Writing Course - To close the English language achievement gap for English learners.

3. APEX Credit Recovery Seminars - To provide credit deficient students with 15 or more credits the opportunity to retrieve their credits in an expedient manner. Priority will be given to juniors and sophomores.

4. Incomplete Grade Completion - To provide students who received incompletes the opportunity to complete necessary courses.

5. 11th Grade Math Bootcamp - To provide students transition from 10th grade to 11th grade with extended math learning to prepare them for the SAT, AP courses, and the Smarter Balanced Assessment.

6. English and Math Credit Retrieval Courses - To provide students with a live English or Math teacher to help them retrieve credits and close any potential achievement gaps.

7. On-Campus Enrichment: Yoga and P.E - To provide students with an opportunity to enrich their summer through socio emotional support and exercises.

Coversheet

TEACH Preparatory Elementary School

Section: IV. School Site Reports
Item: C. TEACH Preparatory Elementary School
Purpose: FYI
Submitted by:
Related Material: TEACH Prep Board Report April.docx
TEACH_Prep_MonthlyBoardReport_Month 7-2.xlsb

TEACH Prep Elementary School
Principal's Report

I. Attendance and Enrollment

We are holding steady at 196 students and our attendance rate is at about 96%.

II. LAUSD Visit

We had our LAUSD Visit on 4/15. It went considerably well. Dr. Hughes and Mr. Allen met with the Leadership team around 11 am and visited classrooms around 12:30 and debriefed us later. She was impressed with how our teachers were engaged with students online working on social-emotional growth all throughout the lesson.

III. Staff Returning for next school year 2021-2022

All teachers have said they will be returning back next year. Some are moving to different grades. We will have 3 positions open in the classroom along with Sped teacher, EL Coordinator, and 2 TA positions. They have been posted on EdJoin as of this past Saturday

IV. Return Back to School

Students returning back to school has been successful. We are planning on having our picture day next Monday and Tuesday. We are also looking into how to go about doing our Kinder Culmination.

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:

TEACH_Prep_MonthlyBoardReport_Month 7-2.xlsb