TEACH Public Schools

TEACH Regular Board Meeting

Date and Time

Wednesday March 29, 2023 at 5:00 PM PDT

Location

In person location:

TEACH Academy of Technologies
10000 S. Western Ave
Los Angeles, CA 90047
Room:Auditorium

Alternate public access meeting locations:

8505 S. Western Ave. Los Angeles, CA 90047

10616 S. Western Ave. Los Angeles, CA 90047

2109 W. 102nd St. Los Angeles, CA 90047

1251 S. Grand Ave. Los Angeles, CA 90015

Zoom link access:

Beth Bulgeron is inviting you to a scheduled Zoom meeting.
Topic: TEACH Regular Board Meeting
Time: Mar 29, 2023 05:00 PM Pacific Time (US and Canada)
Join Zoom Meeting

https://teachpublicschools-org.zoom.us/j/81532431815
Meeting ID: 815 3243 1815
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FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact TEACH Public Schools, 1846 W. Imperial Highway. Los Angeles, CA 90047; phone: 323-872-0808; fax 323-389-4898. www.teachpublicschools.org

Location: TEACH Academy of Technologies, Theater
10000 S. Western Ave
Los Angeles CA 90047

Alternate Public Access Locations:

3680 Wilshire Blvd.
Los Angeles CA 90010

3740 S Crenshaw Blvd.
Los Angeles, CA 90016

1340 W 106th St.
Los Angeles, CA 90044

Join Zoom Meeting
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Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
A.	Record Attendance		Beth Bulgeron	2 m
B.	Call the Meeting to Order		Cecilia Sandoval	
C.	Public Comment		Cecilia Sandoval	5 m
II.	**Consent Items**			**5:07 PM**
A.	Consent Items: Approve the Current Agenda and Minutes From the February 1, 2023 Meeting Consent Items- Items included as Consent Items will be voted on in one motion, unless a member of the Board requests than 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.	Approve Minutes	Cecilia Sandoval	3 m
III.	**Items Scheduled for Information and Potential Action**			**5:10 PM**
A.	Fiscal Report	Discuss	Richard McNeel	8 m
B.	2nd Interim Financial Report	Vote	Richard McNeel	5 m
C.	TEACH Inc. Independent Audit Report FY2022	Vote	Matthew Brown	5 m
D.	TEACH Inc. Audit Services Statement of Work - CLA June 30, 2023 Fiscal Year	Vote	Matthew Brown	3 m
E.	TEACH Inc Banking Update (PacWest Bank & CD)	Vote	Matthew Brown	5 m

		Purpose	Presenter	Time
	Propose closing TEACH's $7,023,756.57 7 month CD at 3.9% with PacWest Bank and depositing the funds into a high yield savings account (currently at 5% interest) with PacWest Bank to obtain a higher yield with greater liquidity. TEACH is currently conducing due diligence on non PacWest Banks to open an account in the next month to diversify its banking relationships. TEACH would use a portion of the 7 million in the high yield savings account to fund the new banking account. The plan would be to maintain 1-2 payroll cycles worth of cash in the new account to protect against any potential bank failure at Pac West Bank.			
F.	New TEACH Banking Accounts - PNC Bank	Vote	Matthew Brown	10 m
	Proposal to open an interest bearing (2.35%) checking account with PNC Bank and deposit 1 million dollars into the account to diversify our banking. This account will act as an emergency payroll account if PacWest Bank should have liquidity problems that limit TEACH's ability to immediately access funds.			
G.	Approval of Updated Title IX Policy and Grievance Process		Maria Pimienta	5 m
H.	E-Rate Vendor 23/24	Vote	Matthew Brown	3 m
I.	Approve the Academic Calendar for 2023-2024	Vote	Raul Carranza	5 m
J.	CEO Report	FYI	Raul Carranza	7 m
K.	Proposed Board Meeting Dates for 2023-2024	Vote	Beth Bulgeron	5 m
IV.	**Closing Items**			**6:11 PM**
A.	Upcoming Meeting Date	FYI	Beth Bulgeron	
	The next Regular Board Meeting is scheduled for April 26, 2023 at 5 pm.			
B.	Public Comment		Matthew Brown	5 m
C.	Board Member Comments			5 m
D.	Adjourn Meeting	Vote		

Coversheet

Consent Items: Approve the Current Agenda and Minutes From the February 1, 2023 Meeting

Section: II. Consent Items
Item: A. Consent Items: Approve the Current Agenda and Minutes From the February 1, 2023 Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for TEACH Regular Board Meeting on February 1, 2023
2023_02_01_board_meeting_minutes.pdf

APPROVED

TEACH Public Schools

Minutes

TEACH Regular Board Meeting

Date and Time
Wednesday February 1, 2023 at 5:00 PM

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Directors Present
A. Dragon (remote), C. Sandoval (remote), S. Athalye (remote)

Directors Absent
J. Lobdell, S. Burrows

Ex Officio Members Present
R. Carranza (remote)

Non Voting Members Present
R. Carranza (remote)

Guests Present
B. Bulgeron (remote), E. Robles, L. Ramirez (remote), M. Brown (remote), M. Pimienta (remote), S. Menduke (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

C. Sandoval called a meeting of the board of directors of TEACH Public Schools to order on Wednesday Feb 1, 2023 at 5:00 PM.

C. Public Comment

There was no public comment.

II. Consent Items

A.

Consent Items: Approve the Current Agenda and Minutes From the November 16, 2023 Special Meeting

A. Dragon made a motion to approve the minutes from November 16, 2022 Special Meeting TEACH Special Board Meeting on 11-16-22.
C. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Burrows	Absent
J. Lobdell	Absent
C. Sandoval	Aye
A. Dragon	Aye
S. Athalye	Aye

B. Resolution to Hold Virtual Board Meetings

A. Dragon made a motion to Pass the Resolution to hold virtual board meetings.
C. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

A. Dragon	Aye
J. Lobdell	Absent
S. Burrows	Absent
C. Sandoval	Aye
S. Athalye	Aye

III. Items Scheduled for Information and Potential Action

A. Fiscal Report

Richard McNeel gave the financial report through December. He showed positive cash flow, positive year ed balances, meeting the cash on hand, meeting the debt service ration. He explained the cola increase from 6.5 to 12.26%, reviewed the grants and gave details on the individual school's finances. Matt Brown added that the finances reflected the fee from the Vegas schools but he was seeking advice on how to alleviate the school's burden for the current year.

B. Opening of Certificate of Deposit with Pacific Western Bank

A. Dragon made a motion to Allow the opening of a CD at Pacific Western Bank for a duration not to exceed 12 months and not to exceed the amount of 7.1 million dollars, or in the alternative, to return to the board for approval to put funds in a different bank if another bank offers better terms.
C. Sandoval seconded the motion.

Matt explained the purpose for putting a portion of the reserve in a CD (to earn interest of about 20,000 per month) and also explained that he is shopping other banks and may get better terms.
The board **VOTED** to approve the motion.

Roll Call

S. Burrows	Absent
C. Sandoval	Aye
A. Dragon	Aye
S. Athalye	Aye
J. Lobdell	Absent

C. Ratification of Roof Repair Expenses

This item was tabled.

D. Addition of Facilities Position

S. Athalye made a motion to Approve the addition of the Facilities Position.
A. Dragon seconded the motion.
Both Mr. Brown and Dr. Carranza explained the benefit of having the facilities position on staff and detailed the list of repairs needed.
The board **VOTED** to approve the motion.

Roll Call

S. Athalye	Aye
S. Burrows	Absent
A. Dragon	Aye
J. Lobdell	Absent
C. Sandoval	Aye

E. Approval of the School Accountability Report Card

A. Dragon made a motion to Approve the School Accountability Report Card.
C. Sandoval seconded the motion.
Enrique presented the school accountability report card and explained that this item will be before the board agains when the state releases the information on teacher credentialing.
The board **VOTED** to approve the motion.

Roll Call

J. Lobdell	Absent
A. Dragon	Aye
S. Athalye	Aye
C. Sandoval	Aye
S. Burrows	Absent

F. Video Conferencing Contract

A. Dragon made a motion to Approve the Zoom video conferencing contract.
C. Sandoval seconded the motion.
Enrique Robles presented the bids for video conferencing services and recommended the zoom package.
The board **VOTED** to approve the motion.

Roll Call	
A. Dragon	Aye
C. Sandoval	Aye
J. Lobdell	Absent
S. Burrows	Absent
S. Athalye	Aye

G. CEO Report

Dr. Carranza introduced the new High School Principal, Steven Menduke, who made a few welcoming remarks. Dr. Carranza briefly reviewed academic data from the middle and elementary schools with the help of Mr. Brown. Carranza explained more data presentations would be forthcoming. Dr. Carranza also reviewed the Director's report.

IV. Closing Items

A. Upcoming Meeting Date

The upcoming meeting is scheduled for March 29, 2023 and will be in-person and remote for those who need remote access.

B. Public Comment

There was no public comment.

C. Board Member Comments

Board members welcomed Mr. Menduke.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:44 PM.

Respectfully Submitted,
C. Sandoval

DRAFT

TEACH Public Schools

Minutes

TEACH Regular Board Meeting

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C. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Burrows	Absent
S. Athalye	Aye
A. Dragon	Aye
J. Lobdell	Absent
C. Sandoval	Aye

B. Resolution to Hold Virtual Board Meetings

A. Dragon made a motion to Pass the Resolution to hold virtual board meetings.
C. Sandoval seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

A. Dragon	Aye
S. Athalye	Aye
S. Burrows	Absent
J. Lobdell	Absent
C. Sandoval	Aye

III. Items Scheduled for Information and Potential Action

A.

Fiscal Report

Richard McNeel gave the financial report through December. He showed positive cash flow, positive year ed balances, meeting the cash on hand, meeting the debt service ration. He explained the cola increase from 6.5 to 12.26%, reviewed the grants and gave details on the individual school's finances. Matt Brown added that the finances reflected the fee from the Vegas schools but he was seeking advice on how to alleviate the school's burden for the current year.

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Roll Call

J. Lobdell	Absent
A. Dragon	Aye
S. Athalye	Aye
C. Sandoval	Aye
S. Burrows	Absent

C. Ratification of Roof Repair Expenses

This item was tabled.

D. Addition of Facilities Position

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Roll Call

J. Lobdell	Absent
A. Dragon	Aye
S. Burrows	Absent
C. Sandoval	Aye
S. Athalye	Aye

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Roll Call

A. Dragon	Aye

Roll Call

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J. Lobdell	Absent
S. Burrows	Absent
C. Sandoval	Aye

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C. Sandoval seconded the motion.
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J. Lobdell	Absent
S. Burrows	Absent
S. Athalye	Aye
C. Sandoval	Aye
A. Dragon	Aye

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B. Public Comment

There was no public comment.

C. Board Member Comments

Board members welcomed Mr. Menduke.

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:44 PM.

Respectfully Submitted,
C. Sandoval

Coversheet

2nd Interim Financial Report

Section: III. Items Scheduled for Information and Potential Action
Item: B. 2nd Interim Financial Report
Purpose: Vote
Submitted by:
Related Material: TEACH Inc. 6.30.2022 Audit Report DRAFT Updated - 3.27.23.pdf

TEACH, INC.

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2022

DRAFT
For Discussion Purposes Only
Subject to Revision

OPERATING:

TEACH Academy of Technologies - #1206

TEACH Tech Charter High School - #1658

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - #2004

TEACH, INC.
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DRAFT
For Discussion Purposes Only
Subject to Revision

INDEPENDENT AUDITORS' REPORT

Board of Directors
Teach, Inc.
Los Angeles, California

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Teach, Inc. (the Organization), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated financial statements section of our report. We are required to be independent of Teach, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

DRAFT
For Discussion Purposes Only
Subject to Revision

Board of Directors
Teach, Inc.

Auditors' Responsibility for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Organization's consolidated financial statements as a whole. The TEACH Academy of Technologies, TEACH Tech Charter High School, TEACH Preparatory Elementary, TEACH Public Schools, Inc., Cunningham and Morris, LLC, TEACH Foundation, Wooten Avila LLC, and Eliminations columns in the statements of financial position, activities, and cash flows as well as the supplementary information (as identified in the table of contents) accompanying supplementary schedules, and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the consolidated financial statements.

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Board of Directors
Teach, Inc.

Such information is the responsibility of management and, except for the portion marked “unaudited”, was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole. The Local Education Agency Organization Structure, which is marked “unaudited”, has not been subjected to the auditing procedures applied in the audit of the consolidated financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued a report dated REPORT DATE on our consideration of the Organization’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization’s internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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TEACH, INC.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 11,927,498
Accounts Receivable - Federal and State	3,957,902
Accounts Receivable - Other	1,445,722
Prepaid Expenses and Other Assets	192,763
Total Current Assets	17,523,885
LONG-TERM ASSETS	
Restricted Cash and Cash Equivalents	3,491,712
Property, Plant, and Equipment, Net	30,560,454
Total Long-Term Assets	34,052,166
Total Assets	$ 51,576,051

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts Payable and Accrued Liabilities	$ 1,919,971
Deferred Revenue	970,031
Interest Payable	58,498
Notes Payable, Current Portion	76,358
Bonds Payable, Current Portion	325,000
Total Current Liabilities	3,349,858
LONG-TERM LIABILITIES	
Notes Payable	112,094
Bonds Payable	34,681,637
Total Long-Term Liabilities	34,793,731
Total Liabilities	38,143,589
NET ASSETS	
Without Donor Restrictions	13,432,462
Total Net Assets	13,432,462
Total Liabilities and Net Assets	$ 51,576,051

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

REVENUES, WITHOUT DONOR RESTRICTIONS	
State Revenue:	
State Aid	$ 10,161,387
Other State Revenue	3,750,861
Federal Revenue:	
Grants and Entitlements	4,839,489
Local Revenue:	
In-Lieu Property Tax Revenue	3,161,989
Contributions	52,431
Investment Loss	(112,492)
Other Revenue	2,715
Total Revenues	21,856,380
EXPENSES	
Program Services	10,897,771
Management and General	6,534,163
Total Expenses	17,431,934
CHANGE IN NET ASSETS	4,424,446
Net Assets Without Donor Restrictions - Beginning of Year	9,008,016
NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR	$ 13,432,462

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Total Expenses
Salaries and Wages	$ 5,050,743	$ 1,851,028	$ 6,901,771
Pension Expense	679,294	205,558	884,852
Other Employee Benefits	424,001	152,278	576,279
Payroll Taxes	226,226	85,783	312,009
Management Fees	-	113,193	113,193
Legal Expenses	-	21,242	21,242
Accounting Expenses	-	39,270	39,270
Instructional Materials	1,055,305	19,909	1,075,214
Other Fees for Services	3,102,749	80,037	3,182,786
Advertising and Promotion Expenses	-	22,765	22,765
Office Expenses	-	359,287	359,287
Occupancy Expenses	242,608	374,245	616,853
Travel Expenses	-	33,430	33,430
Interest Expense	-	1,790,680	1,790,680
Depreciation Expense	116,845	1,134,997	1,251,842
Amortization Expense	-	21,145	21,145
Insurance Expense	-	172,729	172,729
Other Expenses	-	56,587	56,587
Total Expenses by Function	$ 10,897,771	$ 6,534,163	$ 17,431,934

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	$ 4,424,446
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	1,251,840
Amortization of Debt Issuance Cost and Discount	21,145
(Increase) Decrease in Assets:	
Accounts Receivable - Federal and State	323,796
Accounts Receivable - Other	(697,295)
Prepaid Expenses and Other Assets	71,455
Deferred Rent Asset	9,473
Increase (Decrease) in Liabilities:	
Accounts Payable and Accrued Liabilities	1,263,614
Deferred Rent Liability	(9,473)
Deferred Revenue	243,904
Interest Payable	(719)
Net Cash Provided by Operating Activities	6,902,186
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of Property, Plant, and Equipment	(378,504)
Net Cash Used by Investing Activities	(378,504)
CASH FLOWS FROM FINANCING ACTIVITIES	
Repayments of Notes/Bonds Payable	(388,192)
Bond Issuance Costs	21,145
Bond Discount/Premium	(43,705)
Net Cash Used by Financing Activities	(410,752)
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	6,112,930
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	9,306,280
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 15,419,210
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash Paid for Interest	$ 1,790,680
RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH REPORTED WITHIN THE STATEMENT OF FINANCIAL POSITION	
Cash and Cash Equivalents	$ 11,927,498
Restricted Cash and Cash Equivalents	3,491,712
Total Cash, Cash Equivalents, and Restricted Cash Shown in the Statement of Financial Position	$ 15,419,210

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Teach, Inc. (the Organization) was incorporated in the state of California on January 2, 2001, under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The Organization is comprised of TEACH Public Schools, Inc. (charter management organization), TEACH Academy of Technologies, TEACH Tech Charter High School, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary (TEACH Preparatory Elementary), and Cunningham & Morris, LLC (the LLC). TEACH Academy of Technologies petitioned and was approved through Los Angeles Unified School District for a charter for a five-year period ending in 2020 under the Education Code Section 47612 and 47613.5, and began operations in 2010. TEACH Tech Charter High School petitioned and was approved through Los Angeles Unified School District for a charter for a five-year period ending in 2019 under the Education Code Section 47612 and 47613.5, and began operations in 2014. TEACH Preparatory Elementary petitioned and was approved through Los Angeles Unified School District for a charter for a five-year period ending in 2023 under the Education Code Section 47612 and 47613.5, and began operations in August 2018.

The Organization currently serves approximately 1,148 students in Transitional Kindergarten through Grade 12.

The mission of the Organization 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.

Principles of Consolidation

The consolidated financial statements include the accounts of TEACH, Inc. and its single member limited liability company subsidiary: Cunningham & Morris, LLC, TEACH Foundation and Wooten Avila, LLC. All material intercompany transactions have been eliminated.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expenses

Costs of providing the Organization's programs and other activities have been presented in the consolidated statement of functional expenses. Accordingly, certain costs have been allocated among the program services based on employees' time incurred and management's estimates of the usage of resources. The expenses that are allocated include management fees, legal, accounting, advertising, travel, interest, depreciation, insurance and other expenses, which are allocated on a directly allocation basis, as well as salaries and wages, benefits, payroll taxes, other fees for service, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Cash and Cash Equivalents

The Organization defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2022. Management believes that all receivables are fully collectible; therefore, no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, if purchased, or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset. The useful lives range varies from 3 to 35 years.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the Organization is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the Organization based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give (those with a measurable performance or other barrier and a right of return) are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2022, the Organization has conditional grants of $3,183,640 of which $970,031 is recognized as deferred revenue in the statement of financial position.

Compensated Absences

The Organization does not allow employees to carryover unused vacation. Accordingly, there were no accumulated absence benefits at June 30, 2022.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Organization is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Organization files and exempt School return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Evaluation of Subsequent Events

The Organization has evaluated subsequent events through REPORT DATE, the date these consolidated financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents and accounts receivable for the total amount of $17,331,122.

As part of its liquidity management plan, the Organization monitors liquidity required and cash flows to meet operating needs on a monthly basis. The Organization structures its financial assets to be available as general expenditures, liabilities, and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The Organization also maintains cash balances held in banks and revolving funds which are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC). Amounts over the FDIC insurance are insured by the bank up to 110%. At times, cash in these accounts exceeds the insured amounts. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying consolidated financial statements are presented net of accumulated depreciation. The Organization capitalizes all expenditures for land, buildings, and equipment in excess $1,000. Depreciation expense was $1,251,840 as of June 30, 2022.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT (CONTINUED)

The components of property, plant, and equipment as of June 30, 2022 are as follows:

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	Wooten Avila LLC	Total
Construction in Progress	$ 792,466	$ -	$ -	$ -	$ -	$ 751,929	$ 1,544,395
Land	-	-	-	-	3,280,111	900,000	4,180,111
Buildings	-	-	-	-	7,786,399	19,567,084	27,353,483
Leasehold Improvements	545,216	198,679	107,496	73,631	-	-	925,022
Furniture, Fixtures, and Equipment	290,002	263,813	174,938	42,526	-	-	771,279
Total Property, Plant, and Equipment	1,627,684	462,492	282,434	116,157	11,066,510	21,219,013	34,774,290
Less: Accumulated Depreciation	(501,147)	(219,834)	(83,295)	(61,931)	(1,607,565)	(1,740,064)	(4,213,836)
Property, Plant, and Equipment, Net	$ 1,126,537	$ 242,658	$ 199,139	$ 54,226	$ 9,458,945	$ 19,478,949	$ 30,560,454

NOTE 5 BONDS PAYABLE

In November 2016, Cunningham & Morris, LLC obtained financing through the CSFA. The amount loaned to the LLC was $12,530,000 to be applied to the finance or refinance certain costs of the acquisition, construction, improvement, equipping and furnishing of charter school facilities. The loan agreement requires the LLC and TEACH, Inc. to comply with various covenants, conditions, and restrictions, including maintaining certain financial ratios. The bonds bear interest rates ranging from 5.250% to 5.875%.

In December 2019, Wooten Avila, LLC obtained financing through the CSFA. The amount loaned to the LLC was $22,310,000 to be applied to the finance or refinance certain costs of the acquisition, construction, improvement, equipping and furnishing of charter school facilities. The loan agreement requires the LLC and TEACH, Inc. to comply with various covenants, conditions, and restrictions, including maintaining certain financial ratios. The bonds bear interest rates ranging from 4.00% to 5.00%

The LLCs is required to maintain in a bond reserve cash account an amount equal to the bond reserve requirement which is calculated as the least of (a) 10% of the proceeds from the bonds (b) maximum annual debt service with respect to the bonds outstanding, (c) 125% of average annual debt service with respect to the bonds or (d) the last bond year only, the total debt service with respect to the bonds outstanding.

Bonds payable are reported on the consolidated statement of financial position, net of a discount of $196,365, net of premium $1,809,689 and net of issue costs of $696,687. The discount, premium and issue costs are amortized to amortization expense over the life of the bonds.

A portion of the bonds are subject to early redemption at the option of the LLC on any date after June 1, 2026 together with accrued interest.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 5 BONDS PAYABLE (CONTINUED)

Future maturities of bonds payable are as follows:

Year Ending June 30,	Cunningham and Morris, LLC	Wooten Avila LLC	Total
2023	$ 160,000	$ 165,000	$ 325,000
2024	170,000	175,000	345,000
2025	175,000	190,000	365,000
2026	190,000	195,000	385,000
2027	200,000	205,000	405,000
Thereafter	11,175,000	21,090,000	32,265,000
Total Future Maturities	12,070,000	22,020,000	34,090,000
Bond Issue Costs	(242,975)	(453,712)	(696,687)
Bond Premium	-	1,809,689	1,809,689
Bond Discount	(196,365)	-	(196,365)
Total Bond Payable	$ 11,630,660	$ 23,375,977	$ 35,006,637

NOTE 6 NOTES PAYABLE

In August 2018, the Organization obtained a note payable in the amount of $372,360. The note is secured by modular buildings previously purchase by the Organization. The note does not have a stated interest rate, but requires monthly payments of $5,721.22 and has an imputed interest rate of 7.55%. The note matures on July 1, 2025. The balance as of June 30, 2022 was $168,448.

In August 2019, the Organization entered into a Charter School Revolving Loan with the California School Finance Authority, in the amount of $150,000. The loan bears an interest rate of 2.21% and matures in October 2022. The balance as of June 30, 2021 was $20,004.

Future maturities under notes payable are as follows:

Year Ending June 30,	Amount
2023	$ 76,358
2024	60,762
2025	51,332
Total Future Maturities	$ 188,452

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 7 PARTICIPATION IN JOINT POWERS AUTHORITY

The Organization entered into a Joint Powers Agreement (JPA) known as "CharterSAFE" through the California Charter Schools Association Joint Powers Authority (CCSA-JPA), a self-insurance plan for workers' compensation, property/casualty, and school board liability insurance. The CCSA-JPA is governed by a board consisting of a representative from each member organization. The board controls the operation of the CCSA-JPA including selection of management and approval of operating budgets, independent of any influence by the member organizations beyond their representation on the board. Each member organization pays a premium commensurate with the level of coverage requested and share surpluses and deficits proportionate to their participation in the CCSA-JPA. The CCSA-JPA is a separate entity which is audited by an independent accounting firm.

NOTE 8 EMPLOYEE RETIREMENT

Multiemployer Defined Benefit Pension Plans

Qualified employees are covered under multiemployer defined benefit pension plans maintained by agencies of the state of California.

The risks of participating in these multiemployer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the Organization chooses to stop participating in the multiemployer plan, it may be required to pay a withdrawal liability to the Plan. The Organization has no plans to withdraw from this multiemployer plan.

State Teachers' Retirement System (STRS)

Plan Description

The Organization contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The Plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2021 total STRS plan net assets are $310 billion, the total actuarial present value of accumulated plan benefits is $414 billion, contributions from all employers totaled $5.744 billion, and the plan is 73% funded. The Organization did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826 and www.calstrs.com.

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NOTE 8 EMPLOYEE RETIREMENT (CONTINUED)

State Teachers' Retirement System (STRS) (Continued)

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.21% of their salary. The Organization is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for year ended June 30, 2022 was 16.92% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The Organization's contributions to STRS for the past three years are as follows:

Year Ending June 30,	Required Contribution	Percent Contributed
2020	$ 582,671	100%
2021	611,130	100%
2022	776,277	100%

Public Employees' Retirement System (PERS)

Plan Description

The Organization contributes to the Organization Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiemployer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law. According to the most recently available Actuarial Valuation Report for the year ended June 30, 2021, the School Employer Pool total plan assets are $86.5 billion, the present value of accumulated plan benefits is $106.8 billion, contributions from all employers totaled $2.97 billion, and the plan is 81% funded. The Organization did not contribute more than 5% of the total contributions to the plan.

Copies of the CalPERS' annual financial reports may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814 and www.calpers.ca.gov.

Funding Policy

Active plan members are required to contribute 7.0% of their salary. The Organization is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for year ended June 30, 2022 was 22.91%. The contribution requirements of the plan members are established and may be amended by state statute.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 8 EMPLOYEE RETIREMENT (CONTINUED)

Public Employees' Retirement System (PERS) (Continued)

Funding Policy (Continued)

The Organization's contributions to PERS for each of the last three years are as follows:

Year Ending June 30,	Required Contribution	Percent Contributed
2020	$ 86,325	100%
2021	64,257	100%
2022	108,576	100%

NOTE 9 OPERATING LEASES

In November 2016, the Organization leased facilities from its intercompany entity, Cunningham & Morris LLC, which expires in June 2052. In December 2019, the Organization leased facilities from its intercompany entity, Wooten Avila, LLC, which expires in June 2020. New leases with Wooten Avila, LLC began in July 2020 and expire in June 2058. Intercompany transactions are eliminated upon consolidation.

Applicable accounting standards require the Organization to record lease expense on a straight-line basis for these leases that have fluctuating payments throughout the lease term. Accordingly, rent expense will differ from actual rent payments made. Rent expenses and actual rent payments for the year ended June 30, 2022 totaled $2,160,343 and $2,173,958, respectively.

The future minimum lease payments are as follows:

Year Ending June 30,	Intercompany
2023	$ 2,169,148
2024	2,167,234
2025	2,168,955
2026	2,158,554
2027	2,151,588
Thereafter	61,774,905
Total	$ 72,590,384

NOTE 10 CONTINGENCIES, RISKS AND UNCERTAINTIES

The Organization has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

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SUPPLEMENTARY INFORMATION

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TEACH, INC.
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2022
(SEE INDEPENDENT AUDITORS' REPORT)
UNAUDITED

The Organization was established in the state of California on January 2, 2001, when it was granted its charter under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The Organization was granted its charter by the Los Angeles Unified School District (the District) and its charter school status from the California Department of Education. The charter may be revoked by the District for material violations of the charter, failure to meet or make progress toward student outcomes, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The charter schools operated and charter numbers are as follows:

TEACH Academy of Technologies – charter number 1206

TEACH Tech Charter High School – charter number 1658

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary – charter number 2004

The Board of Directors and the Administrator as of June 30, 2022 were as follows:

BOARD OF DIRECTORS

Member	Office	Term Expires (2-Year Term)
J.J. Lewis	Board Chair	July 2023
James Lobdell	Secretary	September 2022
Kelvin Piazza	Member	May 2022
Spencer Burrows	Member	May 2023
Austin Dragon	Member	July 2023
Cecilia Sandoval	Member	May 2024

ADMINISTRATOR

Raul Carranza	Superintendent

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TEACH, INC.
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2022

	Instructional Minutes		Traditional	
	Requirement	Actual	Calendar Days	Status
TEACH Preparatory Elementary:				
Grade TK/K	36,000	46,565	180	In compliance
Grade 1	50,400	59,310	180	In compliance
Grade 2	50,400	59,310	180	In compliance
Grade 3	50,400	59,310	180	In compliance
Grade 4	54,000	62,010	180	In compliance
TEACH Academy of Technologies:				
Grade 5	54,000	64,610	179	In compliance
Grade 6	54,000	64,610	179	In compliance
Grade 7	54,000	64,610	179	In compliance
Grade 8	54,000	64,610	179	In compliance
TEACH Tech Charter High School:				
Grade 9	64,800	83,780	180	In compliance
Grade 10	64,800	83,780	180	In compliance
Grade 11	64,800	83,780	180	In compliance
Grade 12	64,800	83,780	180	In compliance

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
SCHEDULE OF AVERAGE DAILY ATTENDANCE (ADA)
YEAR ENDED JUNE 30, 2022

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
TEACH Preparatory Elementary:				
Grades TK/K-3	173.76	180.25	173.68	179.77
Grade 4	39.12	40.71	38.73	40.21
ADA Totals	212.88	220.96	212.41	219.98
TEACH Academy of Technologies:				
Grades 5-6	130.74	138.57	129.95	137.60
Grades 7-8	220.69	234.40	219.89	233.18
ADA Totals	351.43	372.97	349.84	370.78
TEACH Tech Charter High School:				
Grades 9-12	360.55	404.22	356.11	396.38
ADA Totals	360.55	404.22	356.11	396.38
ADA Totals	924.86	998.15	918.36	987.14

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary
June 30, 2022 Annual Financial Report			
Fund Balances (Net Assets)	$ 5,778,249	$ 6,795,552	$ 2,251,582
Adjustments and Reclassifications:			
Increase (Decrease) of Fund Balance (Net Assets):			
Accounts Receivable - Federal and State	174,986	391,210	456,720
Prepaid Expenses and Other Assets	(1,735)	(143,557)	(256,470)
Accounts Payable and Accrued Liabilities	(106,174)	(88,604)	(52,207)
Net Adjustments and Reclassifications	67,077	159,049	148,043
June 30, 2022 Audited Financial Statement			
Fund Balances (Net Assets)	$ 5,845,326	$ 6,954,601	$ 2,399,625

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022

Federal Grantor / Pass-Through Grantor Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Additional Award Identification	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	Total
U.S. Department of Education							
Pass-Through Program from							
California Department of Education:							
Every Child Succeeds Act							
Title I, Part A, Basic Grants:							
Low-Income and Neglected	84.010	14329		$ 209,141	$ 173,832	$ 97,692	$ 480,665
Title II, Part A, Teacher Quality	84.367	14341		6,325	5,539	12,727	24,591
Title III, Part A, Limited English Proficiency	84.365	14346		-	-	10,647	10,647
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15391		14,171	11,475	10,000	35,646
Special Education Cluster - IDEA Basic Local Assistance	84.027	13379		111,869	121,242	66,275	299,386
Coronavirus Aid, Relief, and Economic Security Act (CARES Act):							
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	COVID-19	61,311	11,774	-	73,085
Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	COVID-19	628,530	508,979	341,888	1,479,397
Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425U	15559	COVID-19	453,611	672,002	271,333	1,396,946
Total CARES Act:				1,143,452	1,192,755	613,221	2,949,428
Total U.S. Department of Education				1,484,958	1,504,843	810,562	3,800,363
U.S. Department of Agriculture							
Pass-Through Program from							
California Department of Education:							
Child Nutrition Cluster:							
School Breakfast Program Especially Needy Breakfast	10.553	N/A		122,699	116,776	104,820	344,295
National School Lunch Program	10.555	N/A		246,965	235,044	210,980	692,989
Child Nutrition Cluster Subtotal				369,664	351,820	315,800	1,037,284
Continuing Appropriations Act and Other Extensions Act:							
Pandemic Electronic Benefit Transfer (P-EBT) Administrative Costs Grant	10.649	15644	COVID-19	614	614	614	1,842
Total U.S. Department of Agriculture				370,278	352,434	316,414	1,039,126
Total Federal Expenditures				$ 1,855,236	$ 1,857,277	$ 1,126,976	$ 4,839,489

N/A - Pass-through entity number not readily available or not applicable.

See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

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TEACH, INC.
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	TEACH Foundation	Wooten Avila LLC	Eliminations	Consolidated Total
ASSETS									
CURRENT ASSETS									
Cash and Cash Equivalents	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 90,151	$ -	$ 266,539	$ -	$ 11,927,498
Accounts Receivable - Federal and State	1,373,000	1,402,414	1,182,488	-	-	-	-	-	3,957,902
Accounts Receivable - Other	678,577	498,812	258,056	-	3,005	2,337	4,935	-	1,445,722
Intercompany Receivables	49,183	142,437	-	421,136	-	-	-	(612,756)	-
Prepaid Expenses and Other Assets	33,950	38,536	117,043	27,683	-	-	3,625	(28,074)	192,763
Total Current Assets	6,549,512	7,476,686	2,913,380	854,545	93,156	2,337	275,099	(640,830)	17,523,885
LONG-TERM ASSETS									
Restricted Cash and Cash Equivalents	-	-	-	-	1,030,391	-	2,461,321	-	3,491,712
Deferred Rent Asset	-	56,991	1,586	-	203,827	-	-	(262,404)	-
Property, Plant, and Equipment, Net	1,126,537	242,658	199,139	54,226	9,458,945	-	19,478,949	-	30,560,454
Total Long-Term Assets	1,126,537	299,649	200,725	54,226	10,693,163	-	21,940,270	(262,404)	34,052,166
Total Assets	$ 7,676,049	$ 7,776,335	$ 3,114,105	$ 908,771	$ 10,786,319	$ 2,337	$ 22,215,369	$ (903,234)	$ 51,576,051
LIABILITIES AND NET ASSETS									
CURRENT LIABILITIES									
Accounts Payable and Accrued Liabilities	$ 752,175	$ 466,343	$ 333,853	$ 367,600	$ -	$ -	$ -	$ -	$ 1,919,971
Intercompany Payables	90,907	242,268	119,082	-	11,556	-	148,943	(612,756)	-
Deferred Revenue	615,367	113,123	241,541	-	-	-	28,074	(28,074)	970,031
Deferred Rent Liability, Current Portion	9,514	-	-	-	-	-	-	(9,514)	-
Interest Payable	-	-	-	-	58,498	-	-	-	58,498
Notes Payable, Current Portion	56,354	-	20,004	-	-	-	-	-	76,358
Bonds Payable, Current Portion	-	-	-	-	160,000	-	165,000	-	325,000
Total Current Liabilities	1,524,317	821,734	714,480	367,600	230,054	-	342,017	(650,344)	3,349,858
LONG-TERM LIABILITIES									
Deferred Rent Liability	194,312	-	-	-	-	-	58,578	(252,890)	-
Notes Payable	112,094	-	-	-	-	-	-	-	112,094
Bonds Payable	-	-	-	-	11,470,660	-	23,210,977	-	34,681,637
Total Long-Term Liabilities	306,406	-	-	-	11,470,660	-	23,269,555	(252,890)	34,793,731
NET ASSETS									
Without Donor Restrictions	5,845,326	6,954,601	2,399,625	541,171	(914,395)	2,337	(1,396,203)	-	13,432,462
Total Net Assets	5,845,326	6,954,601	2,399,625	541,171	(914,395)	2,337	(1,396,203)	-	13,432,462
Total Liabilities and Net Assets	$ 7,676,049	$ 7,776,335	$ 3,114,105	$ 908,771	$ 10,786,319	$ 2,337	$ 22,215,369	$ (903,234)	$ 51,576,051

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
CONSOLIDATING STATEMENT OF ACTIVITIES BY LOCATION
YEAR ENDED JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	TEACH Foundation	Wooten Avila LLC	Eliminations	Consolidated Total
REVENUES, WITHOUT DONOR RESTRICTION									
State Revenue:									
State Aid	$ 3,300,859	$ 4,620,862	$ 2,239,666	$ -	$ -	$ -	$ -	$ -	$ 10,161,387
Other State Revenue	1,348,945	1,512,514	889,402	-	-	-	-	-	3,750,861
Federal Revenue:									
Grants and Entitlements	1,855,236	1,857,277	1,126,976	-	-	-	-	-	4,839,489
Local Revenue:									
In-Lieu Property Tax Revenue	1,181,513	1,280,508	699,968	-	-	-	-	-	3,161,989
Contributions	16,504	35,927	-	-	-	-	-	-	52,431
Investment Loss	-	-	-	-	(48,842)	-	(63,650)	-	(112,492)
Other Revenue	2,715	-	-	2,206,228	861,428	-	1,298,915	(4,366,571)	2,715
Total Revenues	7,705,772	9,307,088	4,956,012	2,206,228	812,586	-	1,235,265	(4,366,571)	21,856,380
EXPENSES									
Program Services	4,644,113	4,567,863	2,866,786	681,237	-	-	-	(1,862,228)	10,897,771
Management and General	1,900,329	1,811,715	895,971	1,600,858	1,032,883	-	1,796,750	(2,504,343)	6,534,163
Total Expenses	6,544,442	6,379,578	3,762,757	2,282,095	1,032,883	-	1,796,750	(4,366,571)	17,431,934
CHANGE IN NET ASSETS	1,161,330	2,927,510	1,193,255	(75,867)	(220,297)	-	(561,485)	-	4,424,446
Net Assets Without Donor Restrictions - Beginning of Year	4,683,996	4,027,091	1,206,370	617,038	(694,098)	2,337	(834,718)	-	9,008,016
NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR	$ 5,845,326	$ 6,954,601	$ 2,399,625	$ 541,171	$ (914,395)	$ 2,337	$ (1,396,203)	$ -	$ 13,432,462

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
CONSOLIDATING STATEMENT OF CASH FLOWS BY LOCATION
YEAR ENDED JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	TEACH Foundation	Wooten Avila LLC	Eliminations	Consolidated Total
CASH FLOWS FROM OPERATING ACTIVITIES									
Change in Net Assets	$ 1,161,330	$ 2,927,510	$ 1,193,255	$ (75,867)	$ (220,297)	$ -	$ (561,485)	$ -	$ 4,424,446
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:									
Depreciation	133,975	60,229	39,484	11,898	294,727	-	711,527	-	1,251,840
Amortization	-	-	-	-	8,542	-	12,603	-	21,145
(Increase) Decrease in Assets:									
Accounts Receivable - Federal and State	71,445	474,632	(222,281)	-	-	-	-	-	323,796
Accounts Receivable - Other Deposits	(247,804)	(290,775)	(152,985)	-	(1,687)	-	(4,044)	-	(697,295)
Intercompany Receivables	4,973	(470)	-	(109,215)	-	-	-	104,712	-
Prepaid Expenses and Other Assets	16,628	24,784	29,770	273	-	-	-	-	71,455
Deferred Rent Asset	-	(484)	(1,586)	-	11,543	-	-	-	9,473
Increase (Decrease) in Liabilities:									
Accounts Payable and Accrued Liabilities	469,769	323,848	274,360	202,797	-	-	(7,160)	-	1,263,614
Intercompany Payables	(74,389)	173,207	(12,638)	-	11,556	-	6,976	(104,712)	-
Deferred Rent Liability	(11,544)	-	-	-	-	-	2,071	-	(9,473)
Deferred Revenue	232,768	(116,832)	127,500	-	-	-	468	-	243,904
Interest Payable	-	-	-	-	(719)	-	-	-	(719)
Net Cash Provided by Operating Activities	1,757,151	3,575,649	1,274,879	29,886	103,665	-	160,956	-	6,902,186
CASH FLOWS FROM INVESTING ACTIVITIES									
Purchases of Property, Plant, and Equipment	(34,463)	(150,595)	(74,120)	(10,881)	(8,541)	-	(99,904)	-	(378,504)
Net Cash Used in Investing Activities	(34,463)	(150,595)	(74,120)	(10,881)	(8,541)	-	(99,904)	-	(378,504)
CASH FLOWS FROM FINANCING ACTIVITIES									
Repayments of Notes/Bonds Payable	(53,194)	-	(19,998)	-	(150,000)	-	(165,000)	-	(388,192)
Bond Issuance Costs	-	-	-	-	8,542		12,603	-	21,145
Bond Discount/Premium	-	-	-	-	6,564	-	(50,269)	-	(43,705)
Net Cash Used by Financing Activities	(53,194)	-	(19,998)	-	(134,894)	-	(202,666)	-	(410,752)
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	1,669,494	3,425,054	1,180,761	19,005	(39,770)	-	(141,614)	-	6,112,930
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	2,745,308	1,969,433	175,032	386,721	1,160,312	-	2,869,474	-	9,306,280
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 1,120,542	$ -	$ 2,727,860	$ -	$ 15,419,210
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION									
Cash Paid for Interest	$ 15,460	$ -	$ 791	$ -	$ 716,880	$ -	$ 1,057,549	$ -	$ 1,790,680
RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH REPORTED WITHIN THE STATEMENT OF FINANCIAL POSITION									
Cash and Cash Equivalents	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 90,151	$ -	$ 266,539	$ -	$ 11,927,498
Restricted Cash and Cash Equivalents	-	-	-	-	1,030,391	-	2,461,321	-	3,491,712
Total Cash, Cash Equivalents, and Restricted Cash Shown in the Statement of Financial Position	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 1,120,542	$ -	$ 2,727,860	$ -	$ 15,419,210

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
NOTES TO SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2022

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of California Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED CONSOLIDATED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited consolidated financial statements.

NOTE 4 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of operations of the Organization, it is not intended to, and does not, present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 5 INDIRECT COST RATE

The Organization has elected to use a rate other than the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 6 SUPPLEMENTARY STATEMENTS BY LOCATION AND ENTITY

These statements report the financial position, activities and cash flows for each of TEACH, Inc.’s charter schools, departments, and subsidiaries.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Teach, Inc.
Los Angeles, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Teach, Inc. (the Organization), a nonprofit California public benefit corporation, which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, the related notes to the consolidated financial statements, and have issued our report thereon dated REPORT DATE.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the consolidated financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

For Discussion Purposes Only
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Subject to Revision

Board of Directors
Teach, Inc.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDE

Board of Directors
Teach, Inc.
Los Angeles, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Teach, Inc.'s (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2022. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative* Requirements*, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

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Board of Directors
Teach, Inc.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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For Discussion Purposes Only
Subject to Revision

Board of Directors
Teach, Inc.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
Teach, Inc.
Los Angeles, California

Opinion on State Compliance

We have audited Teach, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2022. The Organization's State compliance requirements are identified in the table below.

In our opinion, the Organization complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our responsibilities under those standards and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for the compliance with the state laws and regulations as identified below.

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Board of Directors
Teach, Inc.

Auditors' Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to below occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to below and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

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Board of Directors
Teach, Inc.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Organization's compliance with the laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not Applicable
In Person Instruction Grant	Not Applicable
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and Sate Compiance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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TEACH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022

Section I – Summary of Auditors' Results

Consolidated Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ____x____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	Name of Federal Program or Cluster
10.553 & 10.555	Child Nutrition Cluster
84.425 D & 84.425U	Elementary & Secondary School Emergency Relief (ESSER, ESSER II, ESSER III) Fund

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? ____x____ yes _____ no

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TEACH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022

All audit findings must be identified as one or more of the following categories:

Five Digit Code	Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Findings and Questioned Costs – State Compliance

There were no findings or questioned costs related to state awards for June 30, 2022.

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TEACH, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2022

There were no findings and questioned costs related to the consolidated financial statements, federal awards, or state awards for the prior year.

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Coversheet

TEACH Inc. Independent Audit Report FY2022

Section: III. Items Scheduled for Information and Potential Action
Item: C. TEACH Inc. Independent Audit Report FY2022
Purpose: Vote
Submitted by:
Related Material: TEACH Inc. Required Governance Communication DRAFT - 3.20.23.pdf
TEACH Inc. 6.30.2022 Audit Report DRAFT Updated - 3.27.23.pdf

Board of Directors
Teach, Inc.
Los Angeles, California

We have audited the consolidated financial statements of Teach, Inc. as of and for the year ended June 30, 2022, and have issued our report thereon dated REPORT DATE. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *and the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Appeals Panel,* as well as certain information related to the planned scope and timing of our audit in our planning communication dated July 21, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Teach, Inc. are described in Note 1 to the consolidated financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2022.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the consolidated financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the consolidated financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the consolidated financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the consolidated financial statements which were particularly sensitive or required substantial judgments by management.

Financial statement disclosures

Certain consolidated financial statement disclosures are particularly sensitive because of their significance to consolidated financial statement users. There were no particularly sensitive consolidated financial statement disclosures.

The consolidated financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

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Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected consolidated financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any consolidated financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the consolidated financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated REPORT DATE.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's consolidated financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Supplementary information in relation to the financial statements as a whole

With respect to the schedule of expenditures of federal awards (SEFA) accompanying the consolidated financial statements, on which we were engaged to report in relation to the consolidated financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the SEFA to the underlying accounting records used

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to prepare the consolidated financial statements or to the consolidated financial statements themselves. We have issued our report thereon dated REPORT DATE.

With respect to the Consolidating Statement of Financial Position, Activities, and Cash Flows by Location, Schedule of Instructional Time, Schedule of Average Daily Attendance (ADA), and Reconciliation of Annual Financial Report with Audited Financial Statements (collectively, the supplementary information) accompanying the consolidated financial statements, on which we were engaged to report in relation to the consolidated financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the consolidated financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the consolidated financial statements or to the consolidated financial statements themselves. We have issued our report thereon dated REPORT DATE.

The Local Education Agency Organization Structure accompanying the consolidated financial statements, which is the responsibility of management, was prepared for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information was not subjected to the auditing procedures applied in the audit of the consolidated financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

Upcoming accounting standards

Our promise is to get to know you and help you. For your consideration, we provided recent accounting standards applicable to your entity.

Leases –

- Effective for fiscal years beginning after December 15, 2018 for public entities and December 15, 2021 for nonpublic entities. For your entity – June 30, 2023's consolidated financial statements.
- Requires lessees to recognize the assets and liabilities arising from all leases on the statement of financial position.
- A lessee should recognize the liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term.
- Continued differentiation between finance and operating leases.

This communication is intended solely for the information and use of the Board of Directors and management of Teach, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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TEACH, INC.

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2022

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Subject to Revision

OPERATING:

TEACH Academy of Technologies - #1206

TEACH Tech Charter High School - #1658

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary - #2004

TEACH, INC.
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For Discussion Purposes Only
Subject to Revision

INDEPENDENT AUDITORS' REPORT

Board of Directors
Teach, Inc.
Los Angeles, California

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Teach, Inc. (the Organization), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated financial statements section of our report. We are required to be independent of Teach, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

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Subject to Revision

Board of Directors
Teach, Inc.

Auditors' Responsibility for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Organization's consolidated financial statements as a whole. The TEACH Academy of Technologies, TEACH Tech Charter High School, TEACH Preparatory Elementary, TEACH Public Schools, Inc., Cunningham and Morris, LLC, TEACH Foundation, Wooten Avila LLC, and Eliminations columns in the statements of financial position, activities, and cash flows as well as the supplementary information (as identified in the table of contents) accompanying supplementary schedules, and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the consolidated financial statements.

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Subject to Revision

Board of Directors
Teach, Inc.

Such information is the responsibility of management and, except for the portion marked “unaudited”, was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole. The Local Education Agency Organization Structure, which is marked “unaudited”, has not been subjected to the auditing procedures applied in the audit of the consolidated financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued a report dated REPORT DATE on our consideration of the Organization’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization’s internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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TEACH, INC.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022

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ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 11,927,498
Accounts Receivable - Federal and State	3,957,902
Accounts Receivable - Other	1,445,722
Prepaid Expenses and Other Assets	192,763
Total Current Assets	17,523,885
LONG-TERM ASSETS	
Restricted Cash and Cash Equivalents	3,491,712
Property, Plant, and Equipment, Net	30,560,454
Total Long-Term Assets	34,052,166
Total Assets	$ 51,576,051

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts Payable and Accrued Liabilities	$ 1,919,971
Deferred Revenue	970,031
Interest Payable	58,498
Notes Payable, Current Portion	76,358
Bonds Payable, Current Portion	325,000
Total Current Liabilities	3,349,858
LONG-TERM LIABILITIES	
Notes Payable	112,094
Bonds Payable	34,681,637
Total Long-Term Liabilities	34,793,731
Total Liabilities	38,143,589
NET ASSETS	
Without Donor Restrictions	13,432,462
Total Net Assets	13,432,462
Total Liabilities and Net Assets	$ 51,576,051

See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

REVENUES, WITHOUT DONOR RESTRICTIONS	
State Revenue:	
State Aid	$ 10,161,387
Other State Revenue	3,750,861
Federal Revenue:	
Grants and Entitlements	4,839,489
Local Revenue:	
In-Lieu Property Tax Revenue	3,161,989
Contributions	52,431
Investment Loss	(112,492)
Other Revenue	2,715
Total Revenues	21,856,380
EXPENSES	
Program Services	10,897,771
Management and General	6,534,163
Total Expenses	17,431,934
CHANGE IN NET ASSETS	4,424,446
Net Assets Without Donor Restrictions - Beginning of Year	9,008,016
NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR	$ 13,432,462

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Total Expenses
Salaries and Wages	$ 5,050,743	$ 1,851,028	$ 6,901,771
Pension Expense	679,294	205,558	884,852
Other Employee Benefits	424,001	152,278	576,279
Payroll Taxes	226,226	85,783	312,009
Management Fees	-	113,193	113,193
Legal Expenses	-	21,242	21,242
Accounting Expenses	-	39,270	39,270
Instructional Materials	1,055,305	19,909	1,075,214
Other Fees for Services	3,102,749	80,037	3,182,786
Advertising and Promotion Expenses	-	22,765	22,765
Office Expenses	-	359,287	359,287
Occupancy Expenses	242,608	374,245	616,853
Travel Expenses	-	33,430	33,430
Interest Expense	-	1,790,680	1,790,680
Depreciation Expense	116,845	1,134,997	1,251,842
Amortization Expense	-	21,145	21,145
Insurance Expense	-	172,729	172,729
Other Expenses	-	56,587	56,587
Total Expenses by Function	$ 10,897,771	$ 6,534,163	$ 17,431,934

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in Net Assets	$ 4,424,446
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	1,251,840
Amortization of Debt Issuance Cost and Discount	21,145
(Increase) Decrease in Assets:	
Accounts Receivable - Federal and State	323,796
Accounts Receivable - Other	(697,295)
Prepaid Expenses and Other Assets	71,455
Deferred Rent Asset	9,473
Increase (Decrease) in Liabilities:	
Accounts Payable and Accrued Liabilities	1,263,614
Deferred Rent Liability	(9,473)
Deferred Revenue	243,904
Interest Payable	(719)
Net Cash Provided by Operating Activities	6,902,186
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of Property, Plant, and Equipment	(378,504)
Net Cash Used by Investing Activities	(378,504)
CASH FLOWS FROM FINANCING ACTIVITIES	
Repayments of Notes/Bonds Payable	(388,192)
Bond Issuance Costs	21,145
Bond Discount/Premium	(43,705)
Net Cash Used by Financing Activities	(410,752)
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	6,112,930
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	9,306,280
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 15,419,210
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash Paid for Interest	$ 1,790,680
RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH REPORTED WITHIN THE STATEMENT OF FINANCIAL POSITION	
Cash and Cash Equivalents	$ 11,927,498
Restricted Cash and Cash Equivalents	3,491,712
Total Cash, Cash Equivalents, and Restricted Cash Shown in the Statement of Financial Position	$ 15,419,210

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See accompanying Notes to Consolidated Financial Statements.

TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Teach, Inc. (the Organization) was incorporated in the state of California on January 2, 2001, under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The Organization is comprised of TEACH Public Schools, Inc. (charter management organization), TEACH Academy of Technologies, TEACH Tech Charter High School, TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary (TEACH Preparatory Elementary), and Cunningham & Morris, LLC (the LLC). TEACH Academy of Technologies petitioned and was approved through Los Angeles Unified School District for a charter for a five-year period ending in 2020 under the Education Code Section 47612 and 47613.5, and began operations in 2010. TEACH Tech Charter High School petitioned and was approved through Los Angeles Unified School District for a charter for a five-year period ending in 2019 under the Education Code Section 47612 and 47613.5, and began operations in 2014. TEACH Preparatory Elementary petitioned and was approved through Los Angeles Unified School District for a charter for a five-year period ending in 2023 under the Education Code Section 47612 and 47613.5, and began operations in August 2018.

The Organization currently serves approximately 1,148 students in Transitional Kindergarten through Grade 12.

The mission of the Organization 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.

Principles of Consolidation

The consolidated financial statements include the accounts of TEACH, Inc. and its single member limited liability company subsidiary: Cunningham & Morris, LLC, TEACH Foundation and Wooten Avila, LLC. All material intercompany transactions have been eliminated.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expenses

Costs of providing the Organization's programs and other activities have been presented in the consolidated statement of functional expenses. Accordingly, certain costs have been allocated among the program services based on employees' time incurred and management's estimates of the usage of resources. The expenses that are allocated include management fees, legal, accounting, advertising, travel, interest, depreciation, insurance and other expenses, which are allocated on a directly allocation basis, as well as salaries and wages, benefits, payroll taxes, other fees for service, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Cash and Cash Equivalents

The Organization defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2022. Management believes that all receivables are fully collectible; therefore, no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, if purchased, or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset. The useful lives range varies from 3 to 35 years.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the Organization is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the Organization based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give (those with a measurable performance or other barrier and a right of return) are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2022, the Organization has conditional grants of $3,183,640 of which $970,031 is recognized as deferred revenue in the statement of financial position.

Compensated Absences

The Organization does not allow employees to carryover unused vacation. Accordingly, there were no accumulated absence benefits at June 30, 2022.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Organization is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Organization files and exempt School return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Evaluation of Subsequent Events

The Organization has evaluated subsequent events through REPORT DATE, the date these consolidated financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents and accounts receivable for the total amount of $17,331,122.

As part of its liquidity management plan, the Organization monitors liquidity required and cash flows to meet operating needs on a monthly basis. The Organization structures its financial assets to be available as general expenditures, liabilities, and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The Organization also maintains cash balances held in banks and revolving funds which are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC). Amounts over the FDIC insurance are insured by the bank up to 110%. At times, cash in these accounts exceeds the insured amounts. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying consolidated financial statements are presented net of accumulated depreciation. The Organization capitalizes all expenditures for land, buildings, and equipment in excess $1,000. Depreciation expense was $1,251,840 as of June 30, 2022.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT (CONTINUED)

The components of property, plant, and equipment as of June 30, 2022 are as follows:

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	Wooten Avila LLC	Total
Construction in Progress	$ 792,466	$ -	$ -	$ -	$ -	$ 751,929	$ 1,544,395
Land	-	-	-	-	3,280,111	900,000	4,180,111
Buildings	-	-	-	-	7,786,399	19,567,084	27,353,483
Leasehold Improvements	545,216	198,679	107,496	73,631	-	-	925,022
Furniture, Fixtures, and Equipment	290,002	263,813	174,938	42,526	-	-	771,279
Total Property, Plant, and Equipment	1,627,684	462,492	282,434	116,157	11,066,510	21,219,013	34,774,290
Less: Accumulated Depreciation	(501,147)	(219,834)	(83,295)	(61,931)	(1,607,565)	(1,740,064)	(4,213,836)
Property, Plant, and Equipment, Net	$ 1,126,537	$ 242,658	$ 199,139	$ 54,226	$ 9,458,945	$ 19,478,949	$ 30,560,454

NOTE 5 BONDS PAYABLE

In November 2016, Cunningham & Morris, LLC obtained financing through the CSFA. The amount loaned to the LLC was $12,530,000 to be applied to the finance or refinance certain costs of the acquisition, construction, improvement, equipping and furnishing of charter school facilities. The loan agreement requires the LLC and TEACH, Inc. to comply with various covenants, conditions, and restrictions, including maintaining certain financial ratios. The bonds bear interest rates ranging from 5.250% to 5.875%.

In December 2019, Wooten Avila, LLC obtained financing through the CSFA. The amount loaned to the LLC was $22,310,000 to be applied to the finance or refinance certain costs of the acquisition, construction, improvement, equipping and furnishing of charter school facilities. The loan agreement requires the LLC and TEACH, Inc. to comply with various covenants, conditions, and restrictions, including maintaining certain financial ratios. The bonds bear interest rates ranging from 4.00% to 5.00%

The LLCs is required to maintain in a bond reserve cash account an amount equal to the bond reserve requirement which is calculated as the least of (a) 10% of the proceeds from the bonds (b) maximum annual debt service with respect to the bonds outstanding, (c) 125% of average annual debt service with respect to the bonds or (d) the last bond year only, the total debt service with respect to the bonds outstanding.

Bonds payable are reported on the consolidated statement of financial position, net of a discount of $196,365, net of premium $1,809,689 and net of issue costs of $696,687. The discount, premium and issue costs are amortized to amortization expense over the life of the bonds.

A portion of the bonds are subject to early redemption at the option of the LLC on any date after June 1, 2026 together with accrued interest.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 5 BONDS PAYABLE (CONTINUED)

Future maturities of bonds payable are as follows:

Year Ending June 30,	Cunningham and Morris, LLC	Wooten Avila LLC	Total
2023	$ 160,000	$ 165,000	$ 325,000
2024	170,000	175,000	345,000
2025	175,000	190,000	365,000
2026	190,000	195,000	385,000
2027	200,000	205,000	405,000
Thereafter	11,175,000	21,090,000	32,265,000
Total Future Maturities	12,070,000	22,020,000	34,090,000
Bond Issue Costs	(242,975)	(453,712)	(696,687)
Bond Premium	-	1,809,689	1,809,689
Bond Discount	(196,365)	-	(196,365)
Total Bond Payable	$ 11,630,660	$ 23,375,977	$ 35,006,637

NOTE 6 NOTES PAYABLE

In August 2018, the Organization obtained a note payable in the amount of $372,360. The note is secured by modular buildings previously purchase by the Organization. The note does not have a stated interest rate, but requires monthly payments of $5,721.22 and has an imputed interest rate of 7.55%. The note matures on July 1, 2025. The balance as of June 30, 2022 was $168,448.

In August 2019, the Organization entered into a Charter School Revolving Loan with the California School Finance Authority, in the amount of $150,000. The loan bears an interest rate of 2.21% and matures in October 2022. The balance as of June 30, 2021 was $20,004.

Future maturities under notes payable are as follows:

Year Ending June 30,	Amount
2023	$ 76,358
2024	60,762
2025	51,332
Total Future Maturities	$ 188,452

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NOTE 7 PARTICIPATION IN JOINT POWERS AUTHORITY

The Organization entered into a Joint Powers Agreement (JPA) known as “CharterSAFE” through the California Charter Schools Association Joint Powers Authority (CCSA-JPA), a self-insurance plan for workers' compensation, property/casualty, and school board liability insurance. The CCSA-JPA is governed by a board consisting of a representative from each member organization. The board controls the operation of the CCSA-JPA including selection of management and approval of operating budgets, independent of any influence by the member organizations beyond their representation on the board. Each member organization pays a premium commensurate with the level of coverage requested and share surpluses and deficits proportionate to their participation in the CCSA-JPA. The CCSA-JPA is a separate entity which is audited by an independent accounting firm.

NOTE 8 EMPLOYEE RETIREMENT

Multiemployer Defined Benefit Pension Plans

Qualified employees are covered under multiemployer defined benefit pension plans maintained by agencies of the state of California.

The risks of participating in these multiemployer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the Organization chooses to stop participating in the multiemployer plan, it may be required to pay a withdrawal liability to the Plan. The Organization has no plans to withdraw from this multiemployer plan.

State Teachers’ Retirement System (STRS)

Plan Description

The Organization contributes to the State Teachers’ Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The Plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers’ Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2021 total STRS plan net assets are $310 billion, the total actuarial present value of accumulated plan benefits is $414 billion, contributions from all employers totaled $5.744 billion, and the plan is 73% funded. The Organization did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826 and www.calstrs.com.

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NOTE 8 EMPLOYEE RETIREMENT (CONTINUED)

State Teachers' Retirement System (STRS) (Continued)

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.21% of their salary. The Organization is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for year ended June 30, 2022 was 16.92% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The Organization's contributions to STRS for the past three years are as follows:

Year Ending June 30,	Required Contribution	Percent Contributed
2020	$ 582,671	100%
2021	611,130	100%
2022	776,277	100%

Public Employees' Retirement System (PERS)

Plan Description

The Organization contributes to the Organization Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiemployer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law. According to the most recently available Actuarial Valuation Report for the year ended June 30, 2021, the School Employer Pool total plan assets are $86.5 billion, the present value of accumulated plan benefits is $106.8 billion, contributions from all employers totaled $2.97 billion, and the plan is 81% funded. The Organization did not contribute more than 5% of the total contributions to the plan.

Copies of the CalPERS' annual financial reports may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814 and www.calpers.ca.gov.

Funding Policy

Active plan members are required to contribute 7.0% of their salary. The Organization is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for year ended June 30, 2022 was 22.91%. The contribution requirements of the plan members are established and may be amended by state statute.

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TEACH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 8 EMPLOYEE RETIREMENT (CONTINUED)

Public Employees' Retirement System (PERS) (Continued)

Funding Policy (Continued)

The Organization's contributions to PERS for each of the last three years are as follows:

Year Ending June 30,	Required Contribution	Percent Contributed
2020	$ 86,325	100%
2021	64,257	100%
2022	108,576	100%

NOTE 9 OPERATING LEASES

In November 2016, the Organization leased facilities from its intercompany entity, Cunningham & Morris LLC, which expires in June 2052. In December 2019, the Organization leased facilities from its intercompany entity, Wooten Avila, LLC, which expires in June 2020. New leases with Wooten Avila, LLC began in July 2020 and expire in June 2058. Intercompany transactions are eliminated upon consolidation.

Applicable accounting standards require the Organization to record lease expense on a straight-line basis for these leases that have fluctuating payments throughout the lease term. Accordingly, rent expense will differ from actual rent payments made. Rent expenses and actual rent payments for the year ended June 30, 2022 totaled $2,160,343 and $2,173,958, respectively.

The future minimum lease payments are as follows:

Year Ending June 30,	Intercompany
2023	$ 2,169,148
2024	2,167,234
2025	2,168,955
2026	2,158,554
2027	2,151,588
Thereafter	61,774,905
Total	$ 72,590,384

NOTE 10 CONTINGENCIES, RISKS AND UNCERTAINTIES

The Organization has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

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SUPPLEMENTARY INFORMATION

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TEACH, INC.
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2022
(SEE INDEPENDENT AUDITORS' REPORT)
UNAUDITED

The Organization was established in the state of California on January 2, 2001, when it was granted its charter under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The Organization was granted its charter by the Los Angeles Unified School District (the District) and its charter school status from the California Department of Education. The charter may be revoked by the District for material violations of the charter, failure to meet or make progress toward student outcomes, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The charter schools operated and charter numbers are as follows:

TEACH Academy of Technologies – charter number 1206

TEACH Tech Charter High School – charter number 1658

TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary – charter number 2004

The Board of Directors and the Administrator as of June 30, 2022 were as follows:

BOARD OF DIRECTORS

Member	Office	Term Expires (2-Year Term)
J.J. Lewis	Board Chair	July 2023
James Lobdell	Secretary	September 2022
Kelvin Piazza	Member	May 2022
Spencer Burrows	Member	May 2023
Austin Dragon	Member	July 2023
Cecilia Sandoval	Member	May 2024

ADMINISTRATOR

Raul Carranza	Superintendent

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TEACH, INC.
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2022

	Instructional Minutes		Traditional	
	Requirement	Actual	Calendar Days	Status
TEACH Preparatory Elementary:				
Grade TK/K	36,000	46,565	180	In compliance
Grade 1	50,400	59,310	180	In compliance
Grade 2	50,400	59,310	180	In compliance
Grade 3	50,400	59,310	180	In compliance
Grade 4	54,000	62,010	180	In compliance
TEACH Academy of Technologies:				
Grade 5	54,000	64,610	179	In compliance
Grade 6	54,000	64,610	179	In compliance
Grade 7	54,000	64,610	179	In compliance
Grade 8	54,000	64,610	179	In compliance
TEACH Tech Charter High School:				
Grade 9	64,800	83,780	180	In compliance
Grade 10	64,800	83,780	180	In compliance
Grade 11	64,800	83,780	180	In compliance
Grade 12	64,800	83,780	180	In compliance

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
SCHEDULE OF AVERAGE DAILY ATTENDANCE (ADA)
YEAR ENDED JUNE 30, 2022

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
TEACH Preparatory Elementary:				
Grades TK/K-3	173.76	180.25	173.68	179.77
Grade 4	39.12	40.71	38.73	40.21
ADA Totals	212.88	220.96	212.41	219.98
TEACH Academy of Technologies:				
Grades 5-6	130.74	138.57	129.95	137.60
Grades 7-8	220.69	234.40	219.89	233.18
ADA Totals	351.43	372.97	349.84	370.78
TEACH Tech Charter High School:				
Grades 9-12	360.55	404.22	356.11	396.38
ADA Totals	360.55	404.22	356.11	396.38
ADA Totals	924.86	998.15	918.36	987.14

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary
June 30, 2022 Annual Financial Report			
Fund Balances (Net Assets)	$ 5,778,249	$ 6,795,552	$ 2,251,582
Adjustments and Reclassifications:			
Increase (Decrease) of Fund Balance (Net Assets):			
Accounts Receivable - Federal and State	174,986	391,210	456,720
Prepaid Expenses and Other Assets	(1,735)	(143,557)	(256,470)
Accounts Payable and Accrued Liabilities	(106,174)	(88,604)	(52,207)
Net Adjustments and Reclassifications	67,077	159,049	148,043
June 30, 2022 Audited Financial Statement			
Fund Balances (Net Assets)	$ 5,845,326	$ 6,954,601	$ 2,399,625

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022

Federal Grantor / Pass-Through Grantor Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Additional Award Identification	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	Total
U.S. Department of Education							
Pass-Through Program from							
California Department of Education:							
Every Child Succeeds Act							
Title I, Part A, Basic Grants:							
Low-Income and Neglected	84.010	14329		$ 209,141	$ 173,832	$ 97,692	$ 480,665
Title II, Part A, Teacher Quality	84.367	14341		6,325	5,539	12,727	24,591
Title III, Part A, Limited English Proficiency	84.365	14346		-	-	10,647	10,647
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15391		14,171	11,475	10,000	35,646
Special Education Cluster - IDEA Basic Local Assistance	84.027	13379		111,869	121,242	66,275	299,386
Coronavirus Aid, Relief, and Economic Security Act (CARES Act):							
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	COVID-19	61,311	11,774	-	73,085
Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	COVID-19	628,530	508,979	341,888	1,479,397
Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425U	15559	COVID-19	453,611	672,002	271,333	1,396,946
Total CARES Act:				1,143,452	1,192,755	613,221	2,949,428
Total U.S. Department of Education				1,484,958	1,504,843	810,562	3,800,363
U.S. Department of Agriculture							
Pass-Through Program from							
California Department of Education:							
Child Nutrition Cluster:							
School Breakfast Program Especially Needy Breakfast	10.553	N/A		122,699	116,776	104,820	344,295
National School Lunch Program	10.555	N/A		246,965	235,044	210,980	692,989
Child Nutrition Cluster Subtotal				369,664	351,820	315,800	1,037,284
Continuing Appropriations Act and Other Extensions Act:							
Pandemic Electronic Benefit Transfer (P-EBT) Administrative Costs Grant	10.649	15644	COVID-19	614	614	614	1,842
Total U.S. Department of Agriculture				370,278	352,434	316,414	1,039,126
Total Federal Expenditures				$ 1,855,236	$ 1,857,277	$ 1,126,976	$ 4,839,489

N/A - Pass-through entity number not readily available or not applicable.

See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

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TEACH, INC.
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	TEACH Foundation	Wooten Avila LLC	Eliminations	Consolidated Total
ASSETS									
CURRENT ASSETS									
Cash and Cash Equivalents	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 90,151	$ -	$ 266,539	$ -	$ 11,927,498
Accounts Receivable - Federal and State	1,373,000	1,402,414	1,182,488	-	-	-	-	-	3,957,902
Accounts Receivable - Other	678,577	498,812	258,056	-	3,005	2,337	4,935	-	1,445,722
Intercompany Receivables	49,183	142,437	-	421,136	-	-	-	(612,756)	-
Prepaid Expenses and Other Assets	33,950	38,536	117,043	27,683	-	-	3,625	(28,074)	192,763
Total Current Assets	6,549,512	7,476,686	2,913,380	854,545	93,156	2,337	275,099	(640,830)	17,523,885
LONG-TERM ASSETS									
Restricted Cash and Cash Equivalents	-	-	-	-	1,030,391	-	2,461,321	-	3,491,712
Deferred Rent Asset	-	56,991	1,586	-	203,827	-	-	(262,404)	-
Property, Plant, and Equipment, Net	1,126,537	242,658	199,139	54,226	9,458,945	-	19,478,949	-	30,560,454
Total Long-Term Assets	1,126,537	299,649	200,725	54,226	10,693,163	-	21,940,270	(262,404)	34,052,166
Total Assets	$ 7,676,049	$ 7,776,335	$ 3,114,105	$ 908,771	$ 10,786,319	$ 2,337	$ 22,215,369	$ (903,234)	$ 51,576,051
LIABILITIES AND NET ASSETS									
CURRENT LIABILITIES									
Accounts Payable and Accrued Liabilities	$ 752,175	$ 466,343	$ 333,853	$ 367,600	$ -	$ -	$ -	$ -	$ 1,919,971
Intercompany Payables	90,907	242,268	119,082	-	11,556	-	148,943	(612,756)	-
Deferred Revenue	615,367	113,123	241,541	-	-	-	28,074	(28,074)	970,031
Deferred Rent Liability, Current Portion	9,514	-	-	-	-	-	-	(9,514)	-
Interest Payable	-	-	-	-	58,498	-	-	-	58,498
Notes Payable, Current Portion	56,354	-	20,004	-	-	-	-	-	76,358
Bonds Payable, Current Portion	-	-	-	-	160,000	-	165,000	-	325,000
Total Current Liabilities	1,524,317	821,734	714,480	367,600	230,054	-	342,017	(650,344)	3,349,858
LONG-TERM LIABILITIES									
Deferred Rent Liability	194,312	-	-	-	-	-	58,578	(252,890)	-
Notes Payable	112,094	-	-	-	-	-	-	-	112,094
Bonds Payable	-	-	-	-	11,470,660	-	23,210,977	-	34,681,637
Total Long-Term Liabilities	306,406	-	-	-	11,470,660	-	23,269,555	(252,890)	34,793,731
NET ASSETS									
Without Donor Restrictions	5,845,326	6,954,601	2,399,625	541,171	(914,395)	2,337	(1,396,203)	-	13,432,462
Total Net Assets	5,845,326	6,954,601	2,399,625	541,171	(914,395)	2,337	(1,396,203)	-	13,432,462
Total Liabilities and Net Assets	$ 7,676,049	$ 7,776,335	$ 3,114,105	$ 908,771	$ 10,786,319	$ 2,337	$ 22,215,369	$ (903,234)	$ 51,576,051

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
CONSOLIDATING STATEMENT OF ACTIVITIES BY LOCATION
YEAR ENDED JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	TEACH Foundation	Wooten Avila LLC	Eliminations	Consolidated Total
REVENUES, WITHOUT DONOR RESTRICTION									
State Revenue:									
State Aid	$ 3,300,859	$ 4,620,862	$ 2,239,666	$ -	$ -	$ -	$ -	$ -	$ 10,161,387
Other State Revenue	1,348,945	1,512,514	889,402	-	-	-	-	-	3,750,861
Federal Revenue:									
Grants and Entitlements	1,855,236	1,857,277	1,126,976	-	-	-	-	-	4,839,489
Local Revenue:									
In-Lieu Property Tax Revenue	1,181,513	1,280,508	699,968	-	-	-	-	-	3,161,989
Contributions	16,504	35,927	-	-	-	-	-	-	52,431
Investment Loss	-	-	-	-	(48,842)	-	(63,650)	-	(112,492)
Other Revenue	2,715	-	-	2,206,228	861,428	-	1,298,915	(4,366,571)	2,715
Total Revenues	7,705,772	9,307,088	4,956,012	2,206,228	812,586	-	1,235,265	(4,366,571)	21,856,380
EXPENSES									
Program Services	4,644,113	4,567,863	2,866,786	681,237	-	-	-	(1,862,228)	10,897,771
Management and General	1,900,329	1,811,715	895,971	1,600,858	1,032,883	-	1,796,750	(2,504,343)	6,534,163
Total Expenses	6,544,442	6,379,578	3,762,757	2,282,095	1,032,883	-	1,796,750	(4,366,571)	17,431,934
CHANGE IN NET ASSETS	1,161,330	2,927,510	1,193,255	(75,867)	(220,297)	-	(561,485)	-	4,424,446
Net Assets Without Donor Restrictions - Beginning of Year	4,683,996	4,027,091	1,206,370	617,038	(694,098)	2,337	(834,718)	-	9,008,016
NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR	$ 5,845,326	$ 6,954,601	$ 2,399,625	$ 541,171	$ (914,395)	$ 2,337	$ (1,396,203)	$ -	$ 13,432,462

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
CONSOLIDATING STATEMENT OF CASH FLOWS BY LOCATION
YEAR ENDED JUNE 30, 2022

	TEACH Academy of Technologies	TEACH Tech Charter High School	TEACH Preparatory Elementary	TEACH Public Schools, Inc.	Cunningham and Morris, LLC	TEACH Foundation	Wooten Avila LLC	Eliminations	Consolidated Total
CASH FLOWS FROM OPERATING ACTIVITIES									
Change in Net Assets	$ 1,161,330	$ 2,927,510	$ 1,193,255	$ (75,867)	$ (220,297)	$ -	$ (561,485)	$ -	$ 4,424,446
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:									
Depreciation	133,975	60,229	39,484	11,898	294,727	-	711,527	-	1,251,840
Amortization	-	-	-	-	8,542	-	12,603	-	21,145
(Increase) Decrease in Assets:									
Accounts Receivable - Federal and State	71,445	474,632	(222,281)	-	-	-	-	-	323,796
Accounts Receivable - Other Deposits	(247,804)	(290,775)	(152,985)	-	(1,687)	-	(4,044)	-	(697,295)
Intercompany Receivables	4,973	(470)	-	(109,215)	-	-	-	104,712	-
Prepaid Expenses and Other Assets	16,628	24,784	29,770	273	-	-	-	-	71,455
Deferred Rent Asset	-	(484)	(1,586)	-	11,543	-	-	-	9,473
Increase (Decrease) in Liabilities:									
Accounts Payable and Accrued Liabilities	469,769	323,848	274,360	202,797	-	-	(7,160)	-	1,263,614
Intercompany Payables	(74,389)	173,207	(12,638)	-	11,556	-	6,976	(104,712)	-
Deferred Rent Liability	(11,544)	-	-	-	-	-	2,071	-	(9,473)
Deferred Revenue	232,768	(116,832)	127,500	-	-	-	468	-	243,904
Interest Payable	-	-	-	-	(719)	-	-	-	(719)
Net Cash Provided by Operating Activities	1,757,151	3,575,649	1,274,879	29,886	103,665	-	160,956	-	6,902,186
CASH FLOWS FROM INVESTING ACTIVITIES									
Purchases of Property, Plant, and Equipment	(34,463)	(150,595)	(74,120)	(10,881)	(8,541)	-	(99,904)	-	(378,504)
Net Cash Used in Investing Activities	(34,463)	(150,595)	(74,120)	(10,881)	(8,541)	-	(99,904)	-	(378,504)
CASH FLOWS FROM FINANCING ACTIVITIES									
Repayments of Notes/Bonds Payable	(53,194)	-	(19,998)	-	(150,000)	-	(165,000)	-	(388,192)
Bond Issuance Costs	-	-	-	-	8,542		12,603	-	21,145
Bond Discount/Premium	-	-	-	-	6,564	-	(50,269)	-	(43,705)
Net Cash Used by Financing Activities	(53,194)	-	(19,998)	-	(134,894)	-	(202,666)	-	(410,752)
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	1,669,494	3,425,054	1,180,761	19,005	(39,770)	-	(141,614)	-	6,112,930
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	2,745,308	1,969,433	175,032	386,721	1,160,312	-	2,869,474	-	9,306,280
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 1,120,542	$ -	$ 2,727,860	$ -	$ 15,419,210
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION									
Cash Paid for Interest	$ 15,460	$ -	$ 791	$ -	$ 716,880	$ -	$ 1,057,549	$ -	$ 1,790,680
RECONCILIATION OF CASH, CASH EQUIVALENTS, AND RESTRICTED CASH REPORTED WITHIN THE STATEMENT OF FINANCIAL POSITION									
Cash and Cash Equivalents	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 90,151	$ -	$ 266,539	$ -	$ 11,927,498
Restricted Cash and Cash Equivalents	-	-	-	-	1,030,391	-	2,461,321	-	3,491,712
Total Cash, Cash Equivalents, and Restricted Cash Shown in the Statement of Financial Position	$ 4,414,802	$ 5,394,487	$ 1,355,793	$ 405,726	$ 1,120,542	$ -	$ 2,727,860	$ -	$ 15,419,210

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See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

TEACH, INC.
NOTES TO SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2022

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of California Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED CONSOLIDATED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited consolidated financial statements.

NOTE 4 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of operations of the Organization, it is not intended to, and does not, present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 5 INDIRECT COST RATE

The Organization has elected to use a rate other than the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 6 SUPPLEMENTARY STATEMENTS BY LOCATION AND ENTITY

These statements report the financial position, activities and cash flows for each of TEACH, Inc.’s charter schools, departments, and subsidiaries.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Teach, Inc.
Los Angeles, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Teach, Inc. (the Organization), a nonprofit California public benefit corporation, which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, the related notes to the consolidated financial statements, and have issued our report thereon dated REPORT DATE.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the consolidated financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

For Discussion Purposes Only
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Subject to Revision

Board of Directors
Teach, Inc.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDE

Board of Directors
Teach, Inc.
Los Angeles, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Teach, Inc.'s (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2022. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative* Requirements*, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

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For Discussion Purposes Only
Subject to Revision

Board of Directors
Teach, Inc.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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Board of Directors
Teach, Inc.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

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For Discussion Purposes Only
Subject to Revision

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
Teach, Inc.
Los Angeles, California

Opinion on State Compliance

We have audited Teach, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2022. The Organization's State compliance requirements are identified in the table below.

In our opinion, the Organization complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our responsibilities under those standards and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for the compliance with the state laws and regulations as identified below.

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For Discussion Purposes Only
Subject to Revision

Board of Directors
Teach, Inc.

Auditors' Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to below occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to below and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

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For Discussion Purposes Only
Subject to Revision

Board of Directors
Teach, Inc.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the Organization's compliance with the laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not Applicable
In Person Instruction Grant	Not Applicable
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and Sate Compiance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

DRAFT For Discussion Purposes Only Subject to Revision

TEACH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022

Section I – Summary of Auditors' Results

Consolidated Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ____x____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	Name of Federal Program or Cluster
10.553 & 10.555	Child Nutrition Cluster
84.425 D & 84.425U	Elementary & Secondary School Emergency Relief (ESSER, ESSER II, ESSER III) Fund

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? ____x____ yes _____ no

DRAFT For Discussion Purposes Only Subject to Revision

TEACH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022

All audit findings must be identified as one or more of the following categories:

Five Digit Code	Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Findings and Questioned Costs – State Compliance

There were no findings or questioned costs related to state awards for June 30, 2022.

DRAFT
For Discussion Purposes Only
Subject to Revision

TEACH, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2022

There were no findings and questioned costs related to the consolidated financial statements, federal awards, or state awards for the prior year.

DRAFT
For Discussion Purposes Only
Subject to Revision

Coversheet

TEACH Inc. Audit Services Statement of Work - CLA

Section: III. Items Scheduled for Information and Potential Action
Item: D. TEACH Inc. Audit Services Statement of Work - CLA
Purpose: Vote
Submitted by:
Related Material: Statement%20of%20Work%20-%20Audit%20Services.pdf



CliftonLarsonAllen LLP
https://www.claconnect.com

Statement of Work - Audit Services

March 11, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated September 12, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Teach, Inc ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2023.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the fourth consecutive year Lili Huang will be the engagement principal.

Scope of audit services
We will audit the financial statements of Teach, Inc, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the “financial statements”).

The statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the following supplementary information accompanying the financial statements in relation to the financial statements as a whole:

Schedule of Expenditures of Federal Awards
Schedule of Instructional Time
Schedule of Average Daily Attendance
Reconciliation of Annual Financial Report With Audited Financial Statements

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Local Education Agency Organization Structure

Nonaudit services
We will also provide the following nonaudit services:

· Preparation of your financial statements and the related notes.

· Preparation of the supplementary information.

· Preparation of adjusting journal entries, as needed.

· Preparation of the Data Collection Form.

· Preparation of the informational tax returns.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of

federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

- Reporting on compliance related to state programs and expressing an opinion (or disclaimer of opinion) on compliance with the laws and regulations of the state programs in accordance with the requirements of the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* .

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written report on state compliance upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material

noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Override of Management Controls

• Revenue Recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, Government Auditing Standards do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly

inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not

changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1)

management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance

with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors'

report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately May 1, 2023.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create

the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controllers Office, and authorizer(s), or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controllers Office, and authorizer(s). If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are detailed in the table below. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. There is a ten percent withholding clause per Education Code 14505. **Service**

Service	Professional Fee
Audit services, includes procedures for one major federal program (if additional programs are required to be tested they will be billed at $6,500 per additional program)	$30,000
Data Collection Form SF-FAC and single audit reporting package	$1,050
Informational tax returns - Teach, Inc.	$5,600
Informational tax returns - Teach, Inc. Foundation	$5,000
Informational tax returns - $1,250 per LLC	$2,500
Technology and client support fee	$2,230
Total	$46,380

Additional state compliance procedures related to changes to the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel will be billed as out-of-scope.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Authority to Execute

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities List.

Agreement
We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of Teach, Inc.

CLA
CLA



Lili Huang, Principal

Client
Teach, Inc

SIGN:

Matt Brown, Head of Schools

DATE:

Multiple Entities

CLA Client ID	Entity Name
A141001	Teach, Inc. Foundation
A140954	Wooten Avilia LLC
A253470	Cunningham and Morris LLC,

Coversheet

TEACH Inc Banking Update (PacWest Bank & CD)

Section: III. Items Scheduled for Information and Potential Action
Item: E. TEACH Inc Banking Update (PacWest Bank & CD)
Purpose: Vote
Submitted by:
Related Material: 20230222085150831.pdf
20230314084843077.pdf
TEACH Inc. - VCDD.pdf
TEACH Inc. - Online Banking.pdf

Teach Inc

59880788 7M Promo Non Personal CD

Account Identification

Teach Inc	Home:	000-000-0000	Tax ID:	95-4856901 F
10600 Southwest Ave	Work:	000-000-0000	Short name:	Teach Inc
Los Angeles CA 90047	Branch:	4006 - Olympic	Last deposit:	7,023,756.75, 02/16/2023
	Prim officer:	811 - Irit McMahon	Current bal:	7,023,756.75

Balances

Ledger:	7,023,756.75	Todays activity:	0.00
Current:	7,023,756.75	Holds:	0.00
Account available:	7,023,756.75	Closing:	7,028,259.65
Total accessible:	7,023,756.75	Total Holds:	0.00

Account Overview

Deposit category:	C - Certificate	Cost center:	4006
Account type:	191 - 7M PROMO NON-PERSONAL CD	Primary officer:	811 - Irit McMahon
Branch:	4006 - Olympic	Phone:	000-000-0000
Opened:	02/16/2023	Birth date:	
Closed:		Retirement plan:	
Entered:	02/16/2023	Withholding status:	2 - Exempt, corporation
Reopened:			

Statement Information

Next statement:	12/31/2023	Statement cycle:	End Of Year(A) - 365
Last statement:		Pending stmt cycle:	
Last statement bal:	0.00		

Status Information

Escheat status:			
Dormant or inactive:			
Posting option:		Expiration:	
Special referral:		Expiration:	
Account statuses:	U - Do not close	Expiration:	

Activity Information

Last deposit:	02/16/2023	Customer contact:	02/17/2023
Deposit amount:	7,023,756.75	Maintenance:	02/21/2023
Customer transaction:	02/16/2023		

ACTIVE - Stop payment exists on DP 1001377843.
ACTIVE - Stop payment exists on DP 1001881471.
ACTIVE - Mail has been returned for TEACH INC please verify address information.
ACTIVE - Stop payment exists on DP 1001377835.
ACTIVE - Stop payment exists on DP 1001377850.

Close Message Area

Teach Inc

59880788 7M Promo Non Personal CD

Account Identification

Teach Inc	Home:	000-000-0000	Tax ID:	95-4856901 F	
10600 Southwest Ave	Work:	000-000-0000	Short name:	Teach Inc	
Los Angeles CA 90047	Branch:	4006 - Olympic	Last deposit:	7,023,756.75, 02/16/2023	
	Prim officer:	811 - Irit McMahon	Current bal:	7,023,756.75	

Balances

Ledger balance:	7,023,756.75	Today's activity:	0.00
Current balance:	7,023,756.75	Total Holds:	0.00
Account available balance:	7,023,756.75		
Total accessible balance:	7,023,756.75		
Closing balance:	7,028,259.65		
Last statement:	00/00/0000		

Expand all 1 All transactions, 02/16/2023 to 02/16/2023

Date	Deposit ID	Debit	Credit	Other	Description	Status	Balance
02/16/2023	1		7,023,756.75		770 - New Certificate		7,023,756.75

Teach Inc

59880788 7M Promo Non Personal CD

Maturity 9/16/2023

Account Identification

Teach Inc	Home:	000-000-0000	Tax ID:	95-4856901 F
10600 Southwest Ave	Work:	000-000-0000	Short name:	Teach Inc
Los Angeles CA 90047	Branch:	4006 - Olympic	Last deposit:	7,023,756.75, 02/16/2023
	Prim officer:	811 - Irit McMahon	Current bal:	7,023,756.75

Total Balance: 7,023,756.75

1 item

Deposit ID	Status	Balance	Maturity	Renewal Code	Rate	Term	Interest Plan	Original Deposit
1	Open	7,023,756.75	09/16/2023	I	3.900	7 Months	315	7023756.75

Deposit ID:	1		
Product:	7 Month 7m Promo Non Personal CD		
Balances			
Current:	7,023,756.75	Available interest:	0.00
Principal:	7,023,756.75	Available principal:	0.00
Term Information			
Maturity term:	7 Months	Status:	O - Open
Next maturity:	09/16/2023 ✓	Renewal:	I - New interest plan
Beginning:	02/16/2023	Final maturity:	
Last maturity:		Maturity disclosure:	N - No interest paid after maturity
Interest Rate Information			
Rate:	3.900	Factor:	0.0001068493
Opening APY:	3.930	Accrued interest:	4,502.900952647
Renewal APY:	Not available	Interest plan:	315 - 7M - Promo CD
Adjusted interest rate:	0.000	Guaranteed rate:	0.000
Adjustment type:	No adjustment	Market:	6 - Los Angeles
Rate adjustment:	0.000	Rate cap yield:	
Expiration date:	00/00/0000	Rate cap interest rate:	
Method:	S - Simple, daily	Last bump date:	
Basis days:	T - Actual days/365		
Interest Payment Information			
Frequency:	7 Months	Paid year-to-date:	0.00
Next payment:	09/15/2023	Project to maturity:	159,102.50
Last payment:		Paid last year:	0.00
Last amount:	0.00		
Payment type:	A - Add on	Receiving ABA number:	000000000
Internal transfer acct:	0	External transfer acct:	
Check address:		External transfer type:	
Check written:		External transfer in process:	
Penalty calculation:	3 - 3/6 Months Interest	Closing penalty:	68,481.63

PACIFIC WESTERN BANK

March 14, 2013

RE: Local Agency Security Program

To Whom It May Concern:

Pacific Western Bank ("PWB") participates in the Local Agency Security Program ("LASP" or "program"), which is administered by the California Department of Financial Protection and Innovation ("DFPI"). Along with administering the program, the DFPI is PWB's state regulator. The program governs the reporting and collateralization of California local agency deposits by insured depository institutions.

The program requires PWB at all times to collateralize 110% of the uninsured portion of local agency deposits. PWB pledges high grade AAA and AA rated municipal bonds to a dedicated custody account at US Bank and is required to report program balances and market value of collateral weekly. DFPI approval is required before US Bank will release securities from the pledge account back to PWB.

For more information on the program, please visit the DFPI website https://dfpi.ca.gov/local-agency-security-program/

Sincerely,

Irit McMahon
Senior Vice President
Pacific Western Bank

21600 Oxnard Street, Suite 100, Woodland Hills, CA 91367 Phone: 818-610-2760 fax: 818-703-6416
www.pacificwesternbank.com

PACIFIC WESTERN BANK

CDD - Verification of Existing Beneficial Ownership Information Form

This form is used in situations where an existing customer has a CDD – Certification of Beneficial Ownership Form on file. The customer completes one form for all new accounts opened or existing accounts superseded on the same day. Accounts opened or superseded on different days require separate forms. If any beneficial ownership information has changed, or if the vesting is not exactly the same, a new Certification of Beneficial Ownership Form must be completed. Email verification can be used as an alternative to this form. For additional details on that process, refer to the CIP, CDD & OFAC Procedures for Pacific Western Bank – Operations.

Legal Entity Information

Name of Legal Entity	Taxpayer Identification Number
Teach Inc	95-4856901

Customer Certification

I hereby certify that there have been no changes to my existing beneficial ownership information as recorded on the Certification of Beneficial Ownership Form dated: 02/08/2023. Furthermore, I agree to notify Pacific Western Bank of any subsequent changes to my beneficial ownership information.

Printed Name	Title
Matthew Brown	CFO

Signature	Date
X	

PACIFIC WESTERN BANK

Online Banking for Business – Change to Existing Services Form

Company Information

TEACH Inc — **Company Name** ("Customer")

1426088 — **Company ID**

Add/Change Primary Administrator Information

Primary Administrator Name

Email Address

Direct Telephone Number*

Mobile Telephone Number*

Int'l Telephone Number* (as applicable)

Country

*These phone numbers will be used for Out-of-Band Code Authorization.

Delete Accounts: All Services

Account Number(s):

Account Number	**Account Number**	**Account Number**	**Account Number**	**Account Number**
Account Number	**Account Number**	**Account Number**	**Account Number**	**Account Number**

Existing Service: Add/Modify Accounts

1

1002675153 — **Account Number**

TEACH Inc. Savings — **Nickname**

Access Type: ☒ Standard ☐ View & Deposit

Transaction Initiation (Company must have service enrolled in order to enable at account level)

☐ ACH ☐ Domestic Wires ☐ Int'l USD Wires
☐ Mobile Deposit ☐ Positive Pay Check ☐ Positive Pay ACH ☐ Remote Deposit Capture

2

Account Number **Nickname**

Access Type: ☐ Standard ☐ View & Deposit

Transaction Initiation (Company must have service enrolled in order to enable at account level)

☐ ACH ☐ Domestic Wires ☐ Int'l USD Wires
☐ Mobile Deposit ☐ Positive Pay Check ☐ Positive Pay ACH ☐ Remote Deposit Capture

3

Account Number **Nickname**

Access Type: ☐ Standard ☐ View & Deposit

Transaction Initiation (Company must have service enrolled in order to enable at account level)

☐ ACH ☐ Domestic Wires ☐ Int'l USD Wires
☐ Mobile Deposit ☐ Positive Pay Check ☐ Positive Pay ACH ☐ Remote Deposit Capture

4

Account Number **Nickname**

Access Type: ☐ Standard ☐ View & Deposit

Transaction Initiation (Company must have service enrolled in order to enable at account level)

☐ ACH ☐ Domestic Wires ☐ Int'l USD Wires
☐ Mobile Deposit ☐ Positive Pay Check ☐ Positive Pay ACH ☐ Remote Deposit Capture

PACIFIC WESTERN BANK

5

Account Number _____ **Nickname** _____ **Access Type:** ☐ Standard ☐ View & Deposit

Transaction Initiation (Company must have service enrolled in order to enable at account level)

☐ ACH ☐ Domestic Wires ☐ Int'l USD Wires
☐ Mobile Deposit ☐ Positive Pay Check ☐ Positive Pay ACH ☐ Remote Deposit Capture

6

Account Number _____ **Nickname** _____ **Access Type:** ☐ Standard ☐ View & Deposit

Transaction Initiation (Company must have service enrolled in order to enable at account level)

☐ ACH ☐ Domestic Wires ☐ Int'l USD Wires
☐ Mobile Deposit ☐ Positive Pay Check ☐ Positive Pay ACH ☐ Remote Deposit Capture

Wire Transfer Service

☐ Add Service ☐ Remove Service ☐ Change Limits

Apply to: ☐ All eligible accounts, or list specific accounts below:

Account Number	**Account Number**	**Account Number**	**Account Number**	**Account Number**
Account Number	**Account Number**	**Account Number**	**Account Number**	**Account Number**

Daily Maximum Wire Limit Requested if different than default: $ _____

Daily Maximum Wire Limit default is 1MM, which applies to the Company level. Individual user limits will be set by administrator not to exceed the Company Limit.

New Service: Add

☐ **Autobooks® Invoicing Service** – If selected, provide primary account number for service: _____
Access to Autobooks® is available through the online banking portal by the administrator (or entitled users) and requires enrollment with Autobooks® and acceptance of its end user license agreement.

☐ **Customized Dashboard**
When enabled, users can customize their Welcome Page view to their preferred layout by selecting and moving informational and actionable panels. Panel availability is determined by the individual user's role and entitlements.

☐ **Encrypted Reports via Email Service**
When enabled, users can schedule reports to be sent via encrypted email to the email address on their profile. (Fees may apply)

Customer Certification

By signing below, the undersigned certifies that he/she has full authority to execute this Online Banking for Business – Change to Existing Services form.

If changes are being made or services are being added to accounts of an affiliate of Customer and such affiliate and Bank have entered into a Multiple-Entity Access, Agency, and Joinder Agreement (the "MEA") pursuant to which such affiliate appointed Customer as its agent, Customer hereby (a) accepts (or ratifies the prior acceptance of, as applicable) the agency created pursuant to the terms of the MEA, and (b) represents and warrants that it has full power and authority to request the changes set forth herein on behalf of any such affiliate.

X _____
Signature of Contracting Officer
(or equivalent)

Matthew Brown
Printed Name

CFO
Title

Date

PACIFIC WESTERN BANK

INTERNAL USE ONLY

By signing below, the undersigned certifies the above Authorized Company signature is an authorized officer, owner, or principal that has full authority to execute this form. (A Bank Authorized Signer must sign below)

X
Bank Officer's Signature

Printed Name

Title **Date**

Customer Billing Account Number: _____

- ☐ **XXA**
- ☐ **Hard Charge**
- ☐ **Waive Hard Charge**

X
Waiver Approved by Signature **Printed Name** **Title** **Date**

For Admin Changes Only

☐ **Check here if this request was received in person**

Customer Callback Verification (required if request is not received in person)

Callback will need to be validated with an individual as stated on the Resolution

Customer Contact Name **Customer Contact Phone #** **Date Contacted** **Time Contacted**

X
Callback Performed By Signature **Printed Name** **Title** **Date**

Coversheet

New TEACH Banking Accounts - PNC Bank

Section:	III. Items Scheduled for Information and Potential Action
Item:	F. New TEACH Banking Accounts - PNC Bank
Purpose:	Vote
Submitted by:	
Related Material:	PNC Financial Strength_03.13.2023.pdf TEACH Balance Scenarios Mar23.xlsx

PNC's Financial Strength

March 2023

PNC's Financial Strength

Overview

- Founded in 1875, PNC has a long track record of strong, through the cycle performance
  - Research analyst Mike Mayo recently referred to PNC as the "Bank of Steel"
- PNC does not have any direct exposure to Silicon Valley Bank or Signature Bank and less than $1mm of market-related exposure to Silicon Valley Bank.
- PNC is the sixth largest US bank by deposits, with $436bn deposits as of 12/31/22; two-thirds comes from Retail customers and one-third comes from corporate customers.
- PNC maintains a strong core deposit franchise supported by more than 2,500 retail branches across our coast-to-coast franchise. In comparison, SVB had 21 branches heavily concentrated in two MSAs in California.
- PNC has been subject to the annual Federal Reserve stress test since its inception in 2013 and has passed every year. Neither Silicon Valley Bank nor Signature has ever been subject to the stress tests.
- In addition, PNC is subject to and has always been in compliance with the Liquidity Coverage Ratio (LCR) and Net Stable Funding Ratio (NSFR). SVB and Signature have never been subject to the LCR and NSFR. Today, both ratios for PNC are well in excess of regulatory required levels.
- Our deposit base remains extremely granular, with an average account balance of $21k, versus SVB at $1.2mm and Signature at $508k.
- PNC's liquidity position remains very strong. At 12/31/22 we maintained $27 billion at the Federal Reserve and almost $70 billion of unused borrowing capacity at the FHLB and the Federal Reserve Bank system.
- PNC has consistently maintained a strong capital position with capital levels significantly higher than the regulatory requirements for being considered well-capitalized.
- PNC maintains strong credit ratings across the three major credit rating agencies (S&P, Moody's and Fitch)

Note: Mike Mayo quote per March 2023 Wells Fargo Equity Research report.

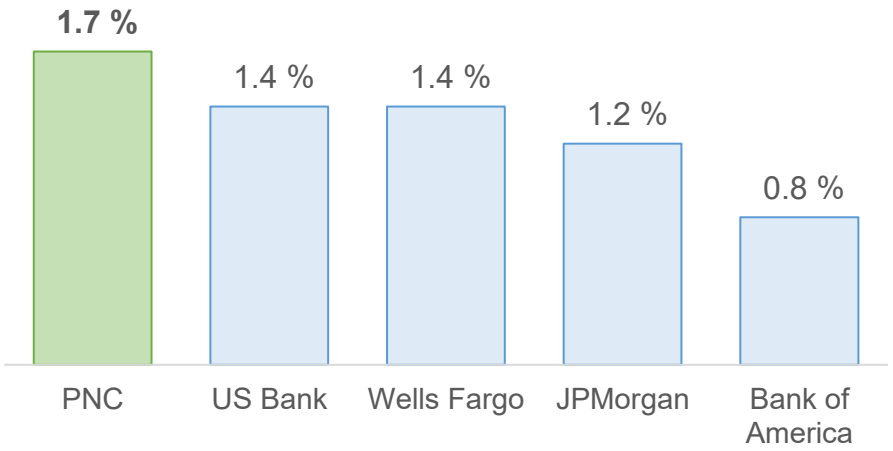
PNC is a Pillar of Strength in Times of Uncertainty

Supporting Mainstreet through Cycles for 170 years

Top U.S. Banks

Rank	Bank	Assets $bn	Market Cap $bn[1]
1	JPMorgan Chase	3,666	394
2	Bank of America	3,051	242
3	Citigroup	2,417	94
4	Wells Fargo	1,881	157
5	U.S. Bancorp	675	62
6	**PNC**	**557**	**55**

Regulatory Capital in Excess of Requirements



Credit Ratings

The PNC Financial Services Group

	Moody's	S&P	Fitch
Senior Debt	A3	A-	A
Subordinated Debt	A3	BBB+	A-
Preferred Stock	Baa2	BBB-	BBB

PNC Bank N.A.

	Moody's	S&P	Fitch
Senior Debt	A2	A	A+
Subordinated Debt	A3	A-	A
Long-Term Deposits	Aa3	A	AA-
Short-Term Deposits	P-1	A-1	F1+

PNC Value Proposition & Capabilities

- **#1 Middle Market Investment Bank**
- **#1 IPO Advisor**
- **#1 in Payments & Treasury Automation**
- **Accelerated Account Opening**
- **Industry-Leading Credit Quality[2]**
- **National & Global Reach**

Note: Credit and capital metrics are as of 12/31/2022; Excludes asset managers and investment banks. Stressed capital ratios are as of 2022 Federal Reserve stress test results.

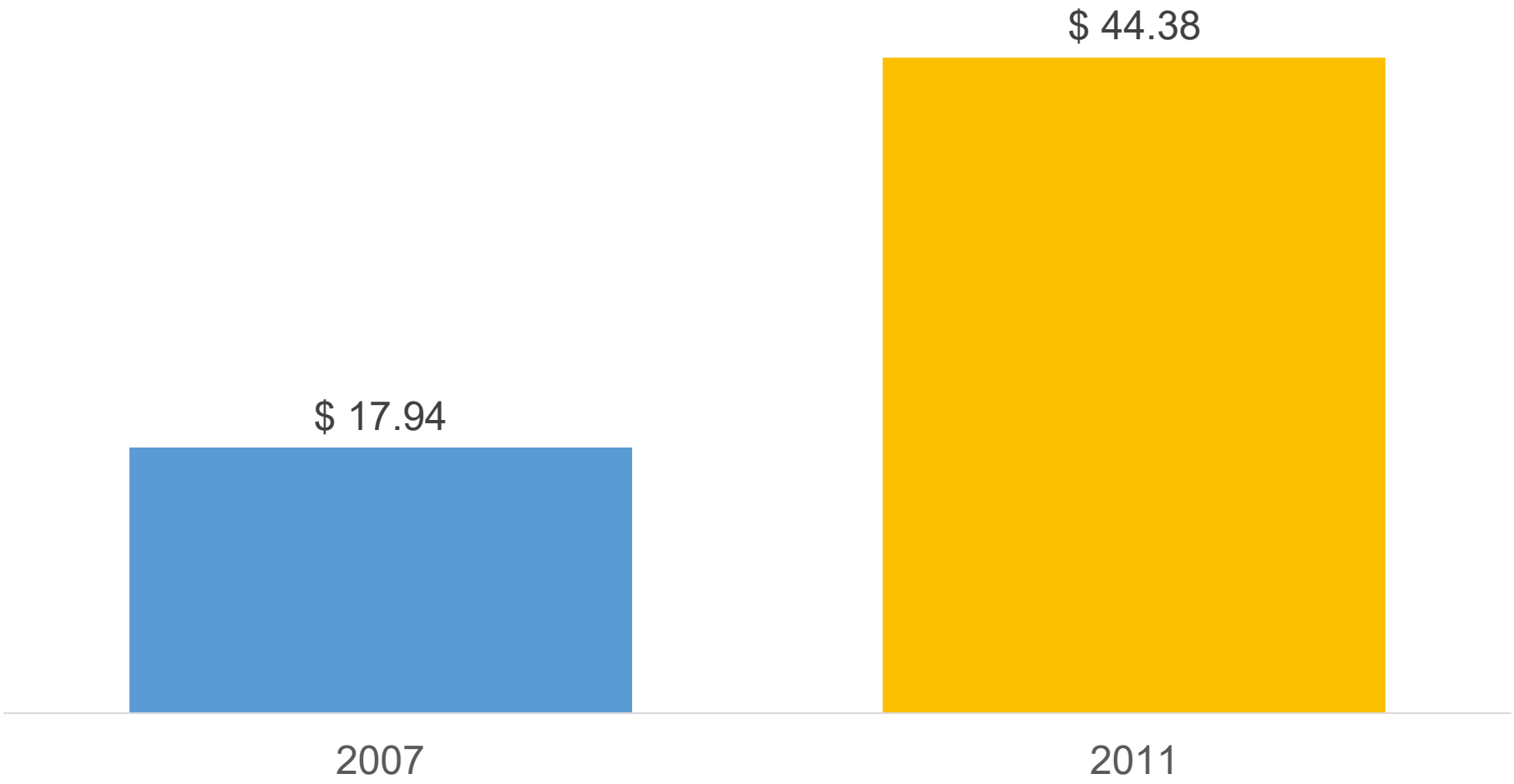
[1] *As of 3/13/2023*

[2] *10-year credit losses at 1/3rd of peers*

PNC's Financial Strength

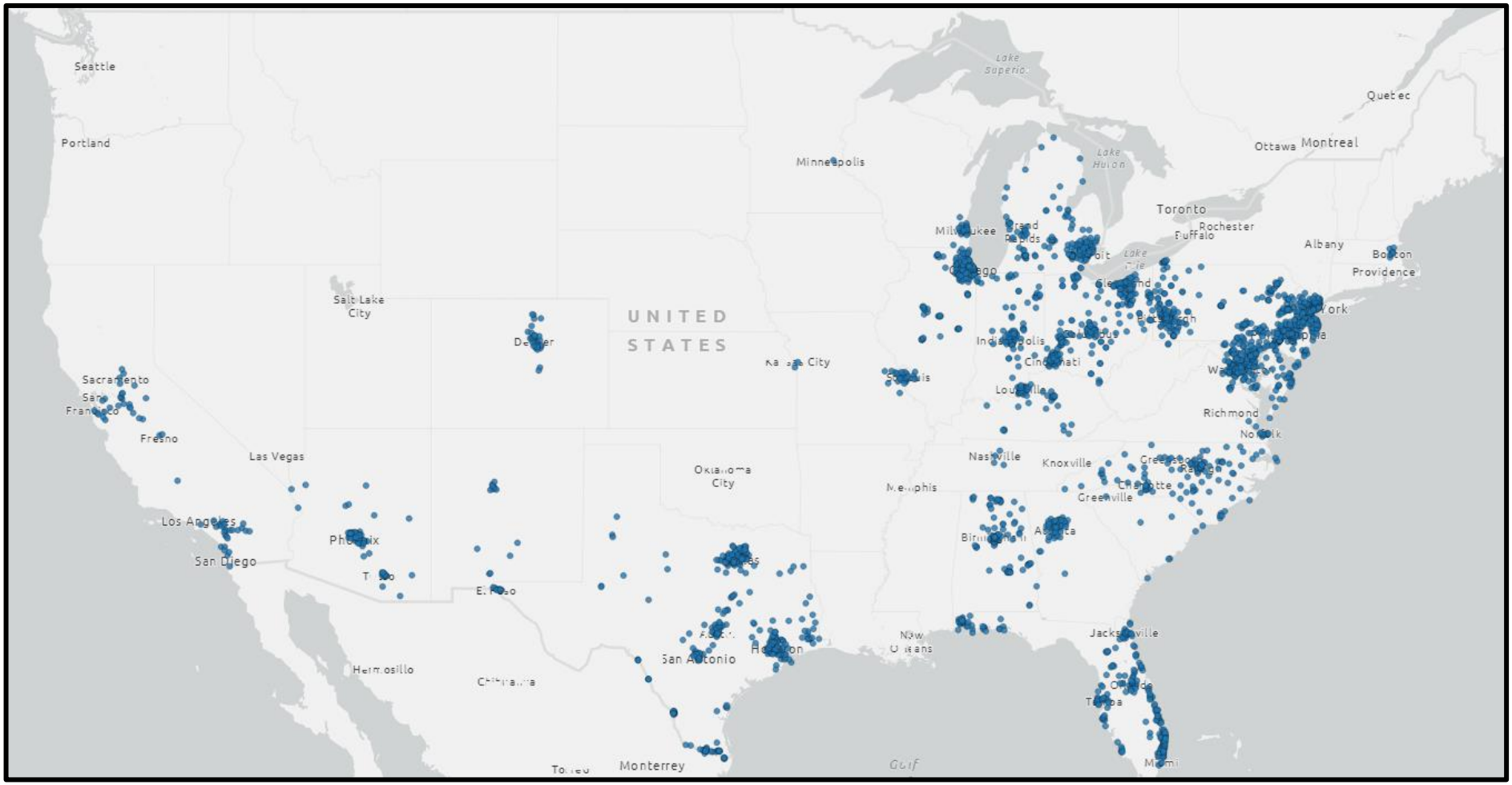
Strong Foundation; 2.5x TBV Growth During Great Financial Crisis

Tangible Book Value per Share



PNC's Financial Strength

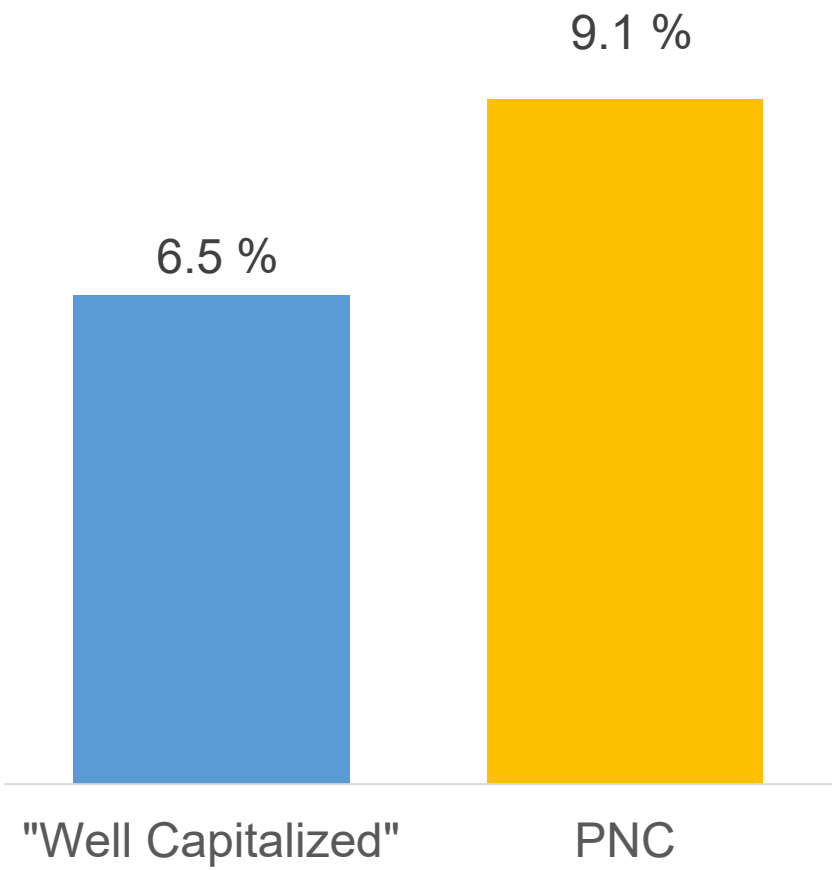
Strong Coast to Coast Retail Franchise



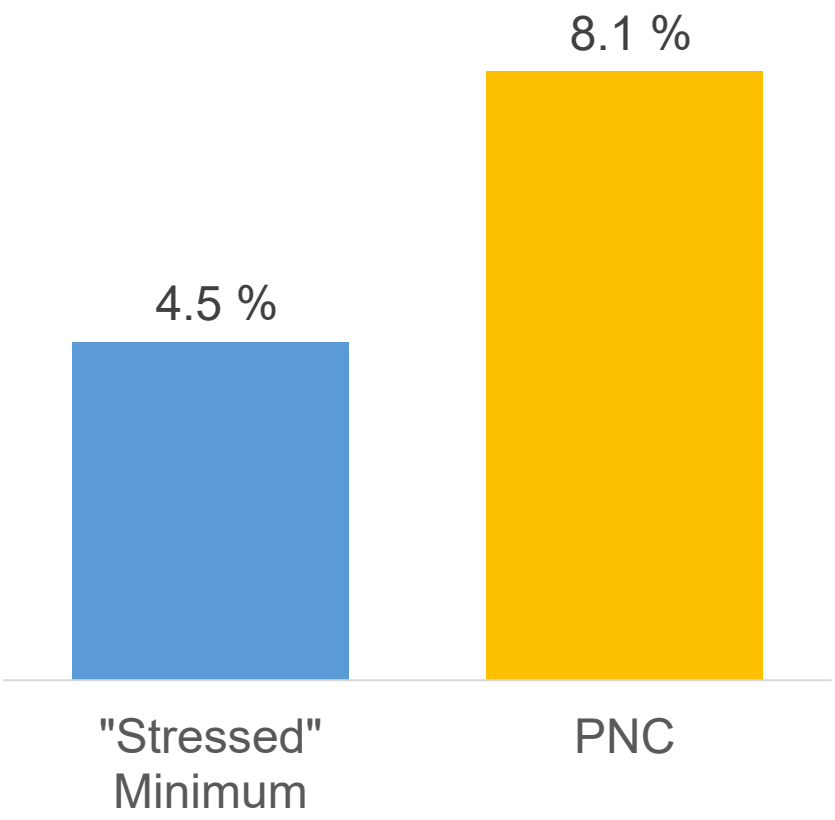
PNC's Financial Strength

Strong Capital

Actual 2022 Common Equity Tier One Ratio



Federal Reserve "Stressed" 2022 Common Equity Tier One Ratio



Top 10 U.S. Banks by Assets

($ in billions)

Rank	Bank	Assets
1	JPMorgan Chase	$ 3,666
2	Bank of America	$ 3,051
3	Citigroup	$ 2,417
4	Wells Fargo	$ 1,881
5	U.S. Bancorp	$ 675
6	**PNC**	**$ 557**
7	Truist	$ 555
8	Capital One	$ 455
9	Citizens Financial Group	$ 227
10	M&T Bank	$ 201

Note: As of 4Q22. Excludes investment banks (i.e., Goldman Sachs, Morgan Stanley) and International Banks.

PNC's Financial Strength

Strong & Large Deposit Base ($ in billions)

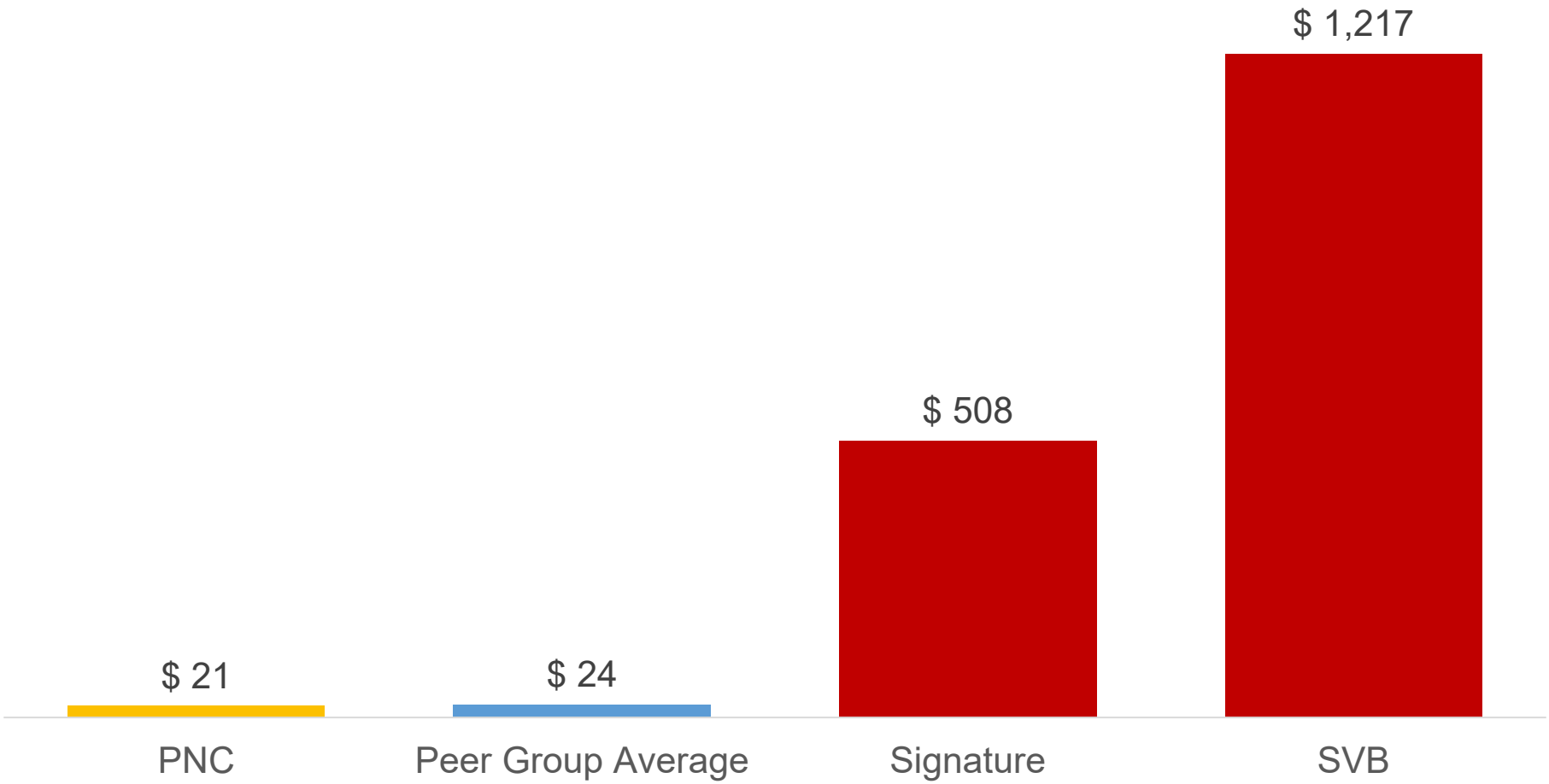
Rank	Bank	Deposits
1	JPMorgan Chase	$ 2,340
2	Bank of America	$ 1,930
3	Wells Fargo	$ 1,384
4	Citigroup	$ 1,366
5	U.S. Bancorp	$ 525
6	**PNC**	**$ 436**
7	Truist	$ 413
8	Capital One	$ 333
9	Citizens Financial Group	$ 181
10	M&T Bank	$ 164

Note: As of 4Q22. Excludes investment banks (i.e., Goldman Sachs, Morgan Stanley) and International Banks.

PNC's Financial Strength

Strong & Granular Deposit Base

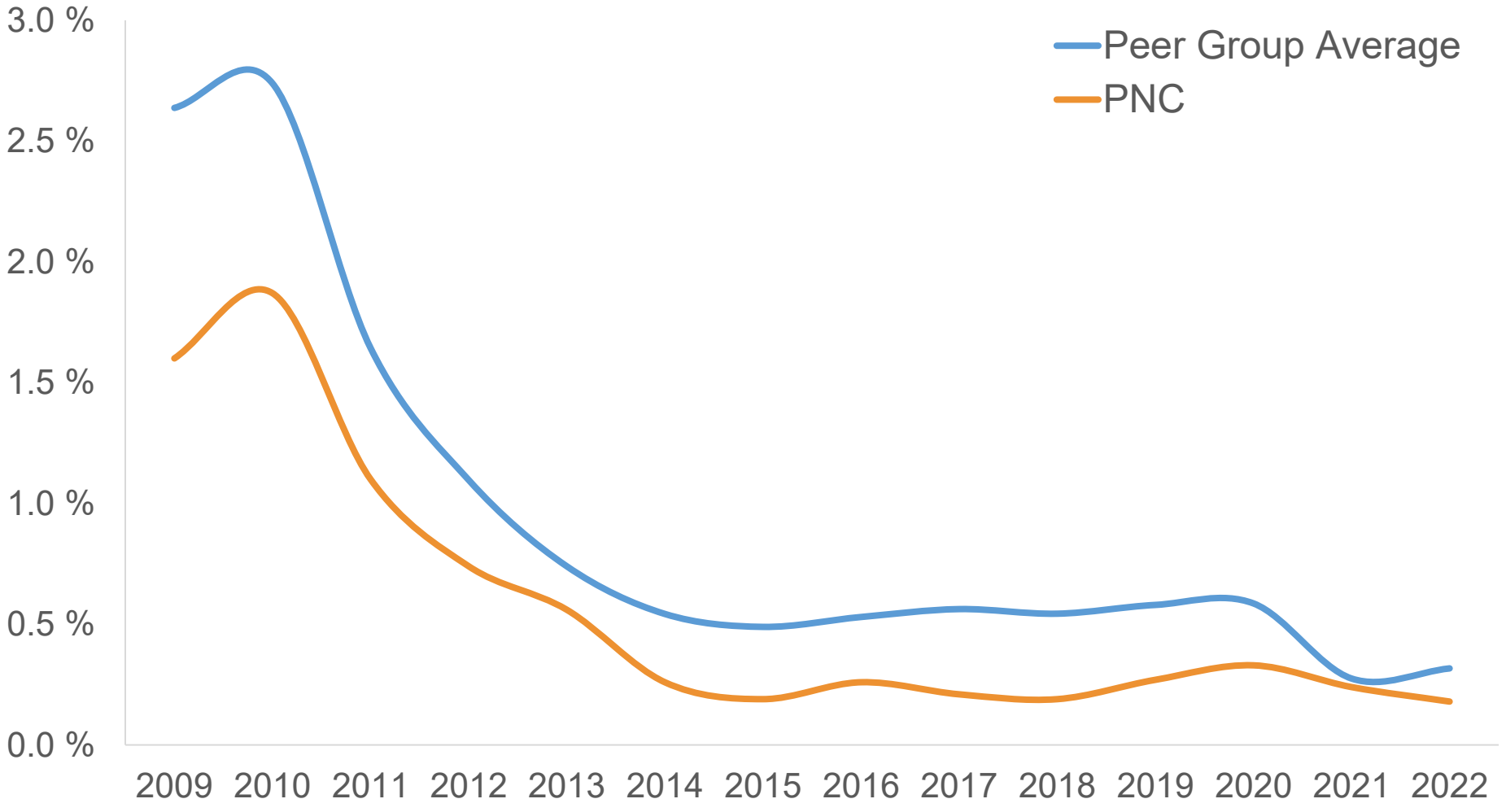
Average Deposit Account Size as of 12/31/22 ($k)



PNC's Financial Strength

Strong Credit

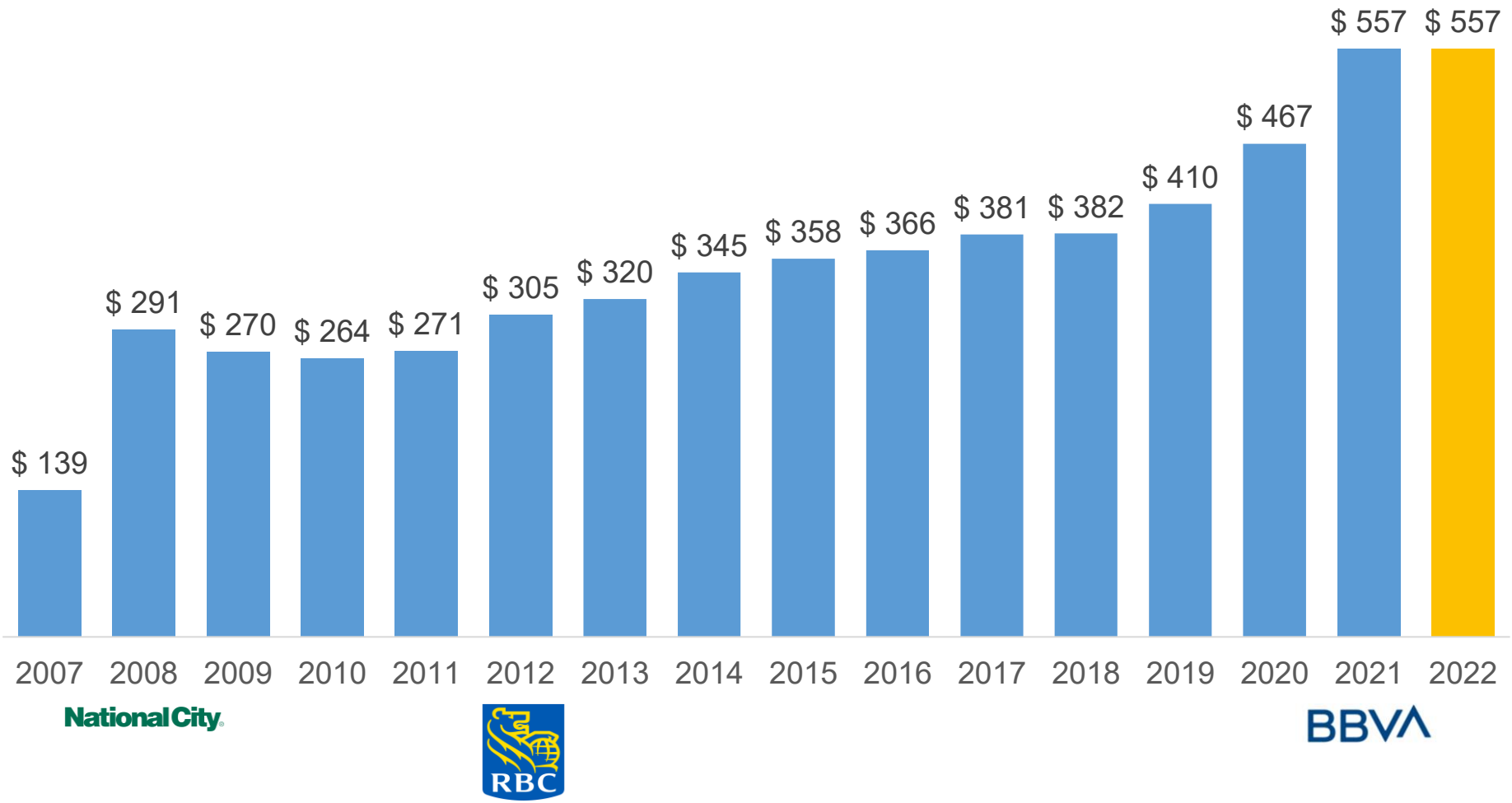
Full Year Net Charge Off Ratio



PNC's Financial Strength

Strong Through-the-Cycle Growth

Total Assets ($bn)



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 Balance Scenarios Mar23.xlsx

Coversheet

Approval of Updated Title IX Policy and Grievance Process

Section: III. Items Scheduled for Information and Potential Action
Item: G. Approval of Updated Title IX Policy and Grievance Process
Purpose:
Submitted by:
Related Material: Title_IX_Grievance_Policy.pdf

TEACH Public Schools
Policy 2900
Title IX Sexual-Harassment Policy and Grievance Procedure
Adopted:

TITLE IX SEXUAL -HARASSMENT POLICY AND GRIEVANCE PROCEDURES[1]

I. About Title IX

Title IX is a federal civil rights law that protects people from discrimination based on sex in education programs or activities that receive federal financial assistance. While many associate Title IX strictly with equity in access to sports and facilities irrespective of sex, it also applies to sexual harassment, including sexual violence.

Title IX regulations found in 34 C.F.R. Part 106 require extensive standards and grievance procedures for complaints of sexual harassment. This Title IX policy is intended to comply with those standards and procedures. The Title IX regulations apply to complaints of sexual harassment made by employees or by students.

Title IX regulations define sexual harassment more narrowly than the school's code of conduct or employee handbook. Some complaints of sexual harassment will not fall within the sexual harassment definitions of Title IX's regulations but will fall within the sexual harassment definitions within the student code of conduct or employee handbook. Each complaint a school receives alleging sexual harassment should be examined to determine which grievance procedures need to be followed. Some complaints might implicate multiple grievance procedures.

II. Definitions

Accused means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or any official of the School who has authority to institute corrective measures on behalf of the School, or to any other employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School with actual knowledge is the individual accused of harassment ("Accused"). The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in 34 C.F.R. § 106.8(a).

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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"***Education program or activity***" includes locations, events, or circumstances over which the School exercised substantial control over both the accused and the context in which the sexual harassment occurs.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against an accused and requesting that the School investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the School.

The phrase "***document filed by a complainant***" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

Accused means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the School conditioning the provision of an aid, benefit, or service of the School on an individual's participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity; or

(3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the accused before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School must maintain as confidential any supportive measures provided to the complainant or accused, to the extent that maintaining such confidentiality would not impair the ability of the School to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

III. General Response to Sexual Harassment

If TEACH has actual knowledge of sexual harassment in an education program or activity of the school against a person in the United States, TEACH must respond promptly in a manner that is not deliberately indifferent. TEACH is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

TEACH's response must treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process that complies those processes identified herein before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

IV. Response to a Formal Complaint

In response to a formal complaint, TEACH will follow a grievance process outlined below. With or without a formal complaint, TEACH must comply with the School's General Response to Sexual Harassment process identified above.

Emergency Removal

TEACH may remove an accused from the education program or activity on an emergency basis, provided that it undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the accused with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave

TEACH may place an accused non-student employee on administrative leave during the pendency of a grievance process identified below.

V. Grievance Process for Formal Complaints of Sexual Harassment

Discrimination on the Basis of Sex

TEACH's treatment of a complainant or an accused in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under title IX.

Grievance Process Generally

TEACH shall treat complainants and those accused equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the accused, and by following a grievance process that complies with this policy before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused. Remedies are to be designed to restore or preserve equal access to the its education program or activity. Such

remedies may include the same individualized services described above as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the accused.

TEACH shall require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's status as a complainant, accused, or witness.

Title IX Coordinator: The designated Title IX Coordinator, investigator, decision-maker, or any person designated by TEACH to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or those accused generally or an individual complainant or accused.

TEACH shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment, the scope of the School's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

TEACH shall ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth below.

TEACH also shall ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth below. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Presumption: TEACH shall include a presumption that the accused is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Time Frames: TEACH shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if TEACH offers informal resolution processes, and a process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the accused of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

VI. Disciplinary Sanctions and Remedies:

Following the determination of responsibility, the following reflect the range of possible disciplinary sanctions and remedies TEACH may implement:

Remedies for students:

If TEACH determines that the respondent engaged in Sexual Harassment, TEACH will provide remedies to the complainant, as appropriate. This may include supportive measures. Remedies may also include: transfer from a class; parent/student conference(s); positive behavior support; warnings; detention; and/or formal discipline, such as suspension and expulsion.

When an employee is found to have committed Sexual Harassment, TEACH will take appropriate disciplinary action, up to and including termination, in accordance with TEACH's policies and as permitted by law.

VII. Due Process

Standard of Evidence: For all formal complaints of sexual harassment against students, employees, and faculty, the standard of evidence to be used to determine responsibility is the clear and convincing evidence standard.

Appeals: The following include the procedures and permissible bases for the complainant and accused to appeal: Appeals will be made to the COO in writing and sent via electronic mail within 15 business days of any decision being appealed.

Either party may appeal Charter School's Written Decision, or its dismissal of a formal complaint or any allegation in the complaint, within five (5) calendar days of the decision. An appeal may be made on any of the following grounds:

1. A procedural irregularity affected the outcome.
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter.
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against complainant or respondent that affected the outcome of the matter.

Upon receipt of an appeal, Charter School will provide a written notification to the other party about the appeal that gives both parties a reasonable, equal opportunity to submit a written statement in support of/challenging the appeal.

The Title IX Appeals Officer (not Decision-Maker, Title IX Coordinator, or Investigator) shall issue a written decision of an appeal, including the rationale for the result, to both parties simultaneously. The Title IX Appeals Officer will endeavor to issue their decision within 30 calendar days from the receipt of the appeal.

VIII. Supportive Measures:

The following supportive measures are available to complainants and those accused: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Privileged Evidence: When making a determination of responsibility, TEACH will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

IX. Notice of allegations:

When TEACH receives a formal complaint, TEACH will provide written notice to the parties who are known. Such written notice will contain the following:

1) Notice of the School's grievance process, including any informal resolution process;

2) Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined above, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.

Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

The written notice shall include a statement that the accused is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice must inform the parties of any provision in the TEACH code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, TEACH decides to investigate allegations about the complainant or the accused that are not included in the notice provided above, TEACH must provide notice of the additional allegations to the parties whose identities are known.

X. Dismissal of a Formal Complaint:

TEACH shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined above even if proved, did not occur in TEACH's education program or activity, or did not occur against a person in the United States, then TEACH must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under title IX and implemented regulations; such a dismissal does not preclude action under another provision of the TEACH's code of conduct.

TEACH may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the accused is no longer enrolled or employed by the school; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal described above, TEACH must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints. TEACH may consolidate formal complaints as to allegations of sexual harassment against more than one accused, or by more than one complainant against one or more accused, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one accused, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

XI. Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, TEACH shall:

1) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on TEACH and not on the parties provided that the TEACH cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless TEACH obtains that party's voluntary, written consent to do so for a grievance process under this policy. If a student is under the age of 18, TEACH must obtain the voluntary, written consent of the student's parent/guardian/education rights holder.

2) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

3) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

4) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or the accused in any meeting or grievance proceeding.

5) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

6) Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which TEACH does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, TEACH must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. TEACH must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and

7) Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a hearing (if a hearing is required under this policy or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

Hearings.

No hearing will be provided for an accused employee.

For students, no hearing will be provided for a suspension, but is required and will be provided for an expulsion according to school's disciplinary rules.

After TEACH has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the accused committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the accused and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

XII. Determination Regarding Responsibility

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility applying the standard of evidence described above.

The written determination must include—

1) Identification of the allegations potentially constituting sexual harassment as defined above.

2) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.

3) Findings of fact supporting the determination.

4) Conclusions regarding the application of the TEACH's code of conduct to the facts.

5) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions TEACH imposes on the accused, and whether remedies designed to restore or preserve equal access to the school's education program or activity will be provided by the School to the complainant; and

6) TEACH's procedures and permissible bases for the complainant and the accused to appeal.

TEACH shall provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the school provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

XIII. Appeals

TEACH shall offer both parties an appeal from a determination regarding responsibility, and from the school's dismissal of a formal complaint or any allegations therein, on the following bases:

1) Procedural irregularity that affected the outcome of the matter;

2) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against a complainant or an accused generally or the individual complainant or accused that affected the outcome of the matter.

As to all appeals, TEACH shall:

1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

2) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

3) Ensure that the decision-maker(s) for the appeal complies with the conflict of interest and bias standards set forth above;

4) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5) Issue a written decision describing the result of the appeal and the rationale for the result; and

6) Provide the written decision simultaneously to both parties.

Informal Resolution. TEACH may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this policy. Similarly, TEACH may not require the parties to participate in an informal resolution process under this policy and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School—

1) Provides to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

2) Obtains the parties' voluntary, written consent to the informal resolution process; and

3) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

XIV. Recordkeeping

1) TEACH must maintain for a period of seven years records of—

(A) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript of any hearing (if applicable), any disciplinary sanctions imposed on the accused, and any remedies provided to the complainant designed to restore or preserve equal access to the School's education program or activity;

(B) Any appeal and the result therefrom;

(C) Any informal resolution and the result therefrom; and

(D) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The School must make these training materials publicly available on its website, or if the School does not maintain a website the School must make these materials available upon request for inspection by members of the public.

(ii) For each response to a formal complaint required by this policy, the School must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the school's education program or activity. If a School does not provide a complainant with supportive measures, then TEACH must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the school in the future from providing additional explanations or detailing additional measures taken.

TEACH Public Schools
Policy 2900
Title IX Sexual-Harassment Policy and Grievance Procedure
Adopted:

Title IX Policy Flowchart

Title IX applies to sexual violence, harassment or discrimination. This flowchart provides an overview of the process and should be used in conjunction with a close reading of the policy. If you need support, your CMO is here for you!

Principals- you are the Title IX Coordinator for any Title IX related issues dealing with STUDENTS.

Human Resources- You are the Title IX Coordinator for any Title IX related issues dealing with EMPLOYEES.

The process and policy apply to both students and employees.

1. Do you have a situation or complaint involving sexual harassment, sexual violence, or discrimination involving either employees or students or both? If so, Title IX policy trumps Student Code of Conduct and Employee Handbook.
    a. **If Yes- You need to use the IX Policy- go to #2**
    b. **If no- use the Employee Handbook or Student Code of Conduct**

2. Do you have actual knowledge of the case or situation – **(go to A.) Or**

   Has someone filed a complaint or come to you for help? **(go to B.)**

   A. If you have actual knowledge you need to act promptly. See section III of the policy, **continue on to B.**
   B. Start the process (**go to step 1**).

3. **Step 1**: Do you have a conflict of interest or potential conflict of interest?
    a. **If yes- contact HR and/or the COO immediately**.

    b. **If no conflict of interest, go to step 2.**

4. **Step 2:** Provide written notice to all known parties

5. **Step 3:** Discuss supportive measures with the complainant. See section VIII. Supportive Measures.

6. **Step 4:** Do a safety/ risk analysis and consider the following actions:
    a. If accused is a student that presents a safety risk, emergency removal
    b. If the accused is an employee, consider administrative leave

7. **Step 5: The investigation**- Read the policy carefully, see section XI:

    a. Perform an objective evaluation of all relevant evidence.
    b. Presume the accused is not guilty until a determination is made at the end of the process.
    c. The standard of proof is clear and convincing evidence.

8. **Step 6:** The determination- see section XII

9. **Step 7:** The Appeal- if an appeal is requested, see section XIII

10. **Step 8:** Determine and administer disciplinary measures if there is convincing evidence the accused committed an act in violation of Title IX.

11. **Step 9:** Official disposition and Recordkeeping. See section XIV.

Coversheet

E-Rate Vendor 23/24

Section: III. Items Scheduled for Information and Potential Action
Item: H. E-Rate Vendor 23/24
Purpose: Vote
Submitted by:
Related Material: _1 E-RATE BID BasicMaintenance TEACHv2-signed.pdf
2023 Bid Matrix TEACH Public Schools.pdf

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TEACH Public Schools
"Educating the Whole Child"

Response for Category 2 Internal Connection
Form 470 Application Number: 230001456
SCHOOL FY26 C2 – Basic Maintenance
Billed Entity Number: 17022941
FCC Registration Number: 0029065075

SPIN # 143031182
FCC Registration Number (FRN): 0026344986
645 W. 9th Street
Unit 110-377
Los Angeles, CA 90015
Tel: (213) 223-0170
Fax: (213) 223-0714

http://www.techverb.com
executives@techverb.com

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1. COVER LETTER

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Enrique Robles

TEACH Public Schools
1846 W. Imperial Hwy.
Los Angeles, CA 90047

Mr. Robles,

Enclosed is a response to your E-Rate request for Category 2 Service Request (Form 470 Application Number 230001456) on the SLD web site.

Tech Verb has been working with Charter Schools throughout Los Angeles County and Orange County to provide the best network infrastructure for over 17 years. Please take a look at our reference list of charter school with contacts whom we continue to work with and feel free to contact them. We hope we can assist on this E-Rate project for Category Two, Basic Maintenance of Internal Connection.

We look forward to working with TEAHC Public Schools on this E-Rate project, and developing a mutually beneficial relationship. Please feel free to contact me at (213) 223-0170 if you have any questions.

Sincerely,

Troy Pilapil
Managing Partner
Tech Verb Inc.
troy@techverb.com
PH: (213) 223-0170
FX: (213) 223-0174

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2. EXECUTIVE SUMMARY

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Executive Summary

Tech Verb Inc. is proud to present our proposal for a comprehensive technology solution that will provide the TEACH Public Schools with the highest level of customer service and satisfaction while conforming to the guidelines of the E-Rate program for the funding year of July 1st, 2023 through June 30th, 2024.

Utilizing the information gathered from the 470 posting, we have prepared a proposal for TEACH Public Schools addressing the request for Basic Maintenance of Internal Connection. Our goal is to provide the best service to repair, upkeep of E-Rate eligible equipment and support of any issue. Service includes hardware maintenance along with technical support and configuration changes.

Please note that all our certified engineers are backed by over a decade of enterprise experience and we implement all our solutions using strict industry standard practices. We also abide by manufacturer's recommended configurations and pricing guidelines.

Tech Verb Inc. SPIN # 143031182 is aware that this proposal is contingent upon E-Rate funding. If the applicant does not receive the total anticipated funding from the E-Rate program for this proposal, the school may choose to void all or part of this proposal.

We thank you for the opportunity and consideration.

Respectfully submitted,

Troy Pilapil
Managing Partner
Tech Verb Inc.
SPIN # 143031182
FCC Registration Number (FRN): 0026344986

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3. INTRODUCTION TO TECH VERB

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Mission Statement

We at Tech Verb Inc. believe that an organization should not need to pay exorbitant prices for technical expertise. Our mission is to provide clients the highest level of value for IT consulting services by offering a superior level of expertise and professionalism. We do this by attending to the needs of our employees, promoting their strengths and helping them overcome weaknesses. In turn, they gladly and willingly provide our clients with the attention and care each one of them deserves. Building strong rapport with our clients leads to long lasting relationships, which allows us to provide our services at rates often lower than industry standards. This is our mission; this is our dedication.

History of TechVerb Inc.

A couple of high-level network engineers got together to discuss the need of great IT Support for schools. It was noted that many schools were paying a premium to consultants with merely a mediocre level of service, both in technical knowledge and communication skills. When businesses didn't want to pay the premium, they were left to support their networks themselves, often with dire consequences. If a school was lucky to find an IT consultant that had both the technical and communication skills to adequately provide support, the consultant often lacked the availability needed to fully meet the day-to-day support requests of the school. The two decided to leverage their technical expertise along with their ability to communicate effectively, and TechVerb Inc. was formed.

Through prudent work ethics and time-tested experience Tech Verb has grown to include a staff of engineers, technicians and administrators with knowledge spanning the many areas of IT. We are honored and proud to be in a position to provide an opportunity for others to advancement their careers. In treating our staff as family, and not mere employees, we are confident we can offer a full array of quality IT consulting services, providing premium service without premium prices.

Expertise

Every one of our engineers have over a decade of IT experience effectively covering all areas of IT services. From high-level infrastructure design to technology implementation to help desk support to web hosting, we have it all. By leveraging our collective knowledge and experience we are confident we can resolve any technical obstacle. Our wealth of knowledge can even be used to provide the

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services of a "Technical Director/Officer" without actually having to hire one. Tech Verb staff have worked with the following manufacturers:

- CISCO SYSTEMS
- RUCKUS WIRELESS
- MERAKI
- FORTINET
- UBIQUITI
- BARRACUDA NETWORKS
- DELL
- HPE (Hewlett Packard Enterprise)
- SONICWALL
- TRIPP-LITE
- APC (American Power Conversion)

The TechVerb Advantage

TechVerb is a "One-Stop-Shop" providing services ranging from telecommunication to help desk support to advanced network/project administration/consulting. As such we provide extensive cost savings by eliminating vendor management or coordination fees associated with large deployments. For example, when companies and organizations utilize our consulting expertise to deploy telecommunication services provided by another vendor, our coordination fees are in addition to the cost of the telecommunication service. However, when our clients obtain both network and telecommunication services through us, our understanding of their existing technology and the technology we provide allows us to eliminate the coordination fees.

TechVerb is a "Turnkey Solution" for IT Services

Network Services
We offer Network Hardware Installations for Wired, Wireless & Hybrid Networks. Our clients include small, medium and large businesses, as well as educational and government agencies. Please contact us today to discuss your project. We will provide you with a solution that is cost effective, and always delivered on time and on budget.

Please see below some of our key network hardware installation capabilities:

Network Data Cabling
Network Infrastructure Solutions
Multimedia Communications Solutions
Fiber and Cable

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Interfaces and Modules
Interoperability Systems
Optical
Network Routers
Network Security and VPN (Virtual Private Network)
Server Networking and Virtualization
Storage Networking
Network Switches
Universal Gateways and Access Servers
Video, Alarm, Multimedia & Videoconferencing
VoIP Systems
VM (Virtual Machine) Technology
Wireless Network System Design, Configuration, and Installation

Our company specializes in developing and maintaining a quality and cost-efficient network, from the cable and wireless infrastructure to the most diverse mobile computing platforms.

Network Security
Security concerns are present in every business process, application and computer.

Partnering with Tech Verb can help you protect the availability, integrity and confidentiality of your data. Let us help your organization through Prevention, Detection and Reaction planning and implementation.

Infrastructure Solutions
Network downtime can severely disrupt your business. By offering a full range of network infrastructure solutions, TechVerb can ensure your network is flexible, resilient and scalable.
Our vendor independence puts us in a position to select the best products for your needs, rather than shoehorning a single-vendor solution where it might not be best applied.

With our collective knowledge, you benefit from our extensive experience in delivering and managing complex networks.

Virtual Machine Solutions

A virtual machine is a separate and independent software instance that includes a full copy of an operating system and application software. A physical server prepared with a server virtualization hypervisor such as Microsoft Hyper-V, VMware vSphere or Citrix XenServer can host multiple VMs while maintaining logical

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isolation between each machine. Each instance can then share the server's computing resources -- dramatically increasing physical server hardware usage.

Server consolidation is the most compelling benefit of VMs. A typical non-virtualized application server may reach just 5% to 10% utilization. But a virtual server that hosts multiple VMs can easily reach 50% to 80% utilization. The net result is that more virtual machines can be hosted on fewer physical servers, translating into lower costs for hardware acquisition, maintenance, energy and cooling system usage.

Load Balancing
TechVerb provides load-balancing technology from leading vendors to effectively and intelligently redirect and distribute the traffic across your servers.

Service offerings include:
- Application load balancing
- Network load balancing

Thin Client Solutions
As "telecommuting" gains popularity, companies are turning to terminal services and thin clients to provide remote access to the office.

TechVerb provides planning, installation, and configuration of your organization's terminal server needs. We can help optimize the business impact of your terminal services investment through creative, customized solutions that address your organization's specific needs.

TechVerb works with companies large and small, spanning a multitude of industries, to help them leverage their intellectual capital and empower their employees through effective knowledge-sharing and communication.

With our expertise in collaborative technologies such as .net and Microsoft operating systems, coupled with a deep understanding of security management practices and business process optimization, we are uniquely positioned in our ability to provide robust, integrated terminal services solutions.

We provide easy to use solutions that harness the power of Citrix's built-in functionality and custom integration solutions to help maximize your existing technology investment.

System / Network Optimization
As an added value service TechVerb performs a full network analysis upon its first visit to a client site. The analysis reveals areas of interest, and allows for a comprehensive network diagram. We employ the latest in network analysis tools,

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such as Fluke testers. The Fluke shows any latency issues, shorting or bad cabling in the network. It tests for throughput and certifies that the ether network is TIA/ISO standard. We also utilize Ekahau (Ekahau: Wi-Fi Design and Spectrum Analysis for Business-Critical WLANs) for Wi-Fi Design, Spectrum Analysis, and to reduce the complexity of Wi-Fi related issues. Ekahau automatically validate the health of your Wi-Fi network with easy-to-understand pass/fail indication.

After analyzing the network, we move on to the systems network. We thoroughly examine all servers, routers, switches and workstations for proper configuration, errors and current software / firmware updates. Upon completion of our analysis, we supply you with a complete report of our findings and a network diagram. We can then take the necessary steps to optimize all systems for a fast, reliable and efficient network infrastructure.

Microsoft Active Directory Installation/ Migration/ Upgrade
TechVerb offers certified expertise in designing, deploying and troubleshooting complex Active Directory (AD) installations, and can address common AD issues such as replication problems, multi-domain partition configurations and corrupted AD objects. This also includes clean-up of legacy beta software configuration objects in production AD environments, and repair of failed installations of AD and AD-integrated applications. In addition, we also have expertise with Microsoft 3rd party industry tools to provide a more comprehensive scope of work.

Remote Access/ VPN
As VPN solutions not only increase in popularity but also complexity, businesses and IT managers are faced with the challenge of deploying and maintaining a secure, efficient and scalable VPN solution – a solution that safeguards your information and provides the flexibility needed to keep your team productive, no matter where they are.

With over ten years of experience supporting and implementing advanced VPN technologies, TechVerb can provide your business with the proper VPN solution.

Remote Support
We monitor key computer functionality across all your locations down to the individual workstation.

By observing traffic patterns, capacity and general throughput we can often detect potential issues before they occur, allowing us to see service interruption down to the individual component level, and speeding up recovery time by identifying specific points of failure.

Monitoring your network is just the beginning. Having the ability to observe trends within your business system allows us to make important recommendations as your

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company grows. It also allows us to adapt quickly to changing conditions with your business model.

No matter what level of network support you select, someone is always there to help. More often than not, assistance can be performed remotely; saving you time and money. Peace of mind comes from knowing our qualified staff of engineers is watching over your network. Questions get answered, problems get solved, and that's the Solution.

Remote support is an Internet-based desktop sharing technology that allows TechVerb to provide offsite technical support. We can either show you what steps to take through screen sharing, or with your permission, we can take control of your desktop and remotely perform tasks.

Tech Verb utilizes a **BEYOND TRUST (Formerly BOMGAR)** Remote Support Appliance and **WebEx** for industry leading remote computer access.

Remote support is provided in conjunction with phone support. This service eliminates waiting for an onsite visit, providing you more timely solution to your problems.

Bottom line – if you depend on your information systems to propel your business and serve your clients, then remote support is critical. In short, resolution times are lessened, our team is able to troubleshoot the issue as it occurs and you are back online and running at full speed in less time.

Server Migration
The migration service provided by TechVerb is designed for those businesses that have been using a Server Based Computing solution and now wish to migrate their existing platform to a newer, more robust platform.

TechVerb is in tune with the various reasons for deploying a migration, and during the process it is our goal to ensure uninterrupted service of the business applications throughout the upgrade.

Whether the migration is due to a software publisher overhauling their applications or an inherent platform migration for functionality improvements, TechVerb can provide the planning and deployment know-how to make the transition a smooth one.

Automated Update Management
Today more than ever, timely critical update response is key to protect against vulnerabilities and maintain the operational availability, confidentiality, and integrity

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of IT systems.

TechVerb can build your organization a comprehensive, fully automated critical update management solution by addressing the following:

Strategy
Understanding how critical update management fits into your organization¹s overall security strategy.

Policy Development
Developing critical update policies and procedures that fulfill your organization's security goals.

Implementation
Using automated tools to discover your system's vulnerabilities, monitoring compliance with your updating policies, determining test procedures, and creating contingency plans for network conflicts.

Data Storage
One of the most critical components of a network's foundation is storage. The amount of legacy and Internet data will only be controllable if care and attention is given to planning scalable storage. TechVerb has experience in designing both large and small storage solutions for all types of businesses in many industry sectors.
We consider the requirements of the entire environment in designing a data storage solution, taking a holistic view rather than just building a separate storage network. Your organization's requirements for a data storage solution may be symptomatic of a larger issue within the network, and the network infrastructure will significantly impact the design and implementation of a solution.

From a workgroup to an enterprise wide solution, TechVerb never simply recommends a one-size-fits-all product. In addition to researching, analyzing and documenting the network infrastructure our engineers look at current data storage trends, and future business and strategic goals, using this information to provide a turnkey solution.
TechVerb Engineers, after verifying all requirements are met, review the plan with your organization, and then proceed with procurement and implementation. Our engineers conduct solution testing and benchmarking, followed by installation at your site. Finally, the engineers conduct training and relay any information necessary for your administrators, and turn over the configuration and training documentation.

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We can provide solutions for:

- Network Attached Storage
- Storage Area Networks
- Direct Attached Storage
- RAID Software Solutions
- RAID Hardware Solutions
- Tape Solutions
- Disk Solutions
- Offsite Backup
- Optical Storage
- Disaster Recovery

Successful storage solutions do not just happen; they are well planned and executed. At TechVerb, we are clearly focused on meeting all of the storage needs of our clients.

Email Systems
Email is an integral part of business communications; in fact, most businesses would come to a grinding halt without their business email systems. Although email has become the medium of choice for sending and receiving business correspondence, it is not well suited to the task of transmitting information that should remain private or confidential.

At TechVerb we recognize this fact and work with the world's leading secure email system providers to offer a comprehensive solution to provide your business with secure email services.

Hardware and Software Sales and Procurement Services

We sell a myriad of high-tech products, but we would also be happy to manage the procurement of equipment with the vendor of your choice. If you want it, we'll get it for you.

Cabling Infrastructure

Whether it's running one drop, or a hundred drops, our team of cabling technicians are committed to meet our clients request for excellence. Are you in need of trenching? We do that too. Please note that there are situations that we subcontract Cabling services. In those situations we use Wisetel Inc., a local cable infrastructure company what has been a strategic partner with Tech Verb Inc. for over ten years. More information on Wisetel can be found at wisetel.net.

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4. TECH VERB PROFILE

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Tech Verb Profile

Tech Verb Inc. specialize for over 17 years in providing educational institutions to meet and exceed their technology and networking plans and goals for a more reliable and stable network.

Technology services include technology project planning and managing of construction, technology infrastructure planning, data cabling, deployment of all types of networking equipment, deployment of servers, stabilizing networks implemented by other vendors, upgrading legacy technology etc…

We also provide low voltage cabling services.

Tech Verb Inc. has provided technology services to enable traditional, one to one learning, BLAST and Blended Learning. Tech Verb Inc. has also setup the network infrastructure for the following educational institutions:

- ALLIANCE COLLEGE-READY PUBLIC SCHOOLS
  - Alliance College-Ready Public Schools (laalliance.org)
- INNER CITY EDUCATION FOUNDATION PUBLIC SCHOOLS
  - Inner City Education Foundation Public Schools (icefps.org)
- CAMINO NUEVO CHARTER ACADEMY
  - Camino Nuevo Charter Academy
- VALUE SCHOOLS
  - Value Schools
- EDNOVATE
  - Ednovate | Positive Multigenerational Change Starts Here.
- STEM PREPARATORY SCHOOLS
  - About Us - STEM Preparatory Schools (stem-prep.org)
- NEW HEIGHTS CHARTER SCHOOL
  - Home - New Heights Charter School
- TEACH PUBLIC SCHOOLS
  - TEACH Public Schools | TK-12 Charter School | Los Angeles, CA (teachps.org)
- SCHOLARSHIP PREP CHARTER SCHOOLS
  - Primary - Scholarship Schools
- PACOIMA CHARTER SCHOOL
  - Pacoima Charter School
- LOS ANGELES COLLEGE PREP ACADEMY
  - Los Angeles College Prep Academy (lacpacademy.org)
- EL RIO COMMUNITY SCHOOL
  - El Rio Community School (elrioschool.org)
- CITY CHARTER SCHOOLS
  - City Charter Schools

Tech Verb is the technology partner that has helped manage the technology growth of Schools throughout Los Angeles and Orange County. We have also gone into schools who were not satisfied with their current network performance. Our specialized engineers have stabilized to meet or exceed their network challenges by performing network analysis and wireless analysis.

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5. DETAILED QUOTE

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BILLED ENTITY NUMBER: 17022929	**BILLED ENTITTY NAME: TEACH PUBLIC SCHOOLS**					
CATEGORY TWO: INTERNAL CONNECTION - BASIC MAINTENANCE OF INTERNAL CONNECTION						
MAKE	**MODEL**	**DESCRIPTION**	**QUANTITY**	**HOURLY RATE**	**TOTAL HOURS/YEAR**	**TOTAL**
CISCO	Meraki MX100 Cloud Managed Security Firewall	Cisco Meraki MX100 Cloud Managed Security Appliance Firewall	5			
CISCO	MS120-48LP	Meraki Cloud Managed MS120-48LP Switch	1			
CISCO	MS120-48FP	Meraki Cloud Managed MS120-48FP Switch	2			
CISCO	HP		1			
CISCO	MS250-24	Meraki Cloud Managed MS250-24 Switch	1			
CISCO	MS120-24P	Meraki Cloud Managed MS250-24P Switch	1			
CISCO	MS250-48LP	Meraki Cloud Managed MS250-48LP Switch	1			
CISCO	MR33-HW	Meraki MR33 Cloud Managed Wireless Access Point	92			
CISCO	MR36-HW	Meraki MR36 Cloud Managed Wireless Access Point	20			
CISCO	MR74-HW	Meraki MR74 Cloud Managed Wireless Access Point	1			
CISCO	Meraki Cloud Manager Wireless Controller	Cloud based Wireless Controller	4			
TOTAL	**TECH VERB BASIC MAINTENANCE**	Basic Maintenance of Internal Connection: Repair and upkeep of eligible products. Services include hardware maintenance along with basic technical support and configuration changes.	129	$125.00	140	$17,500.00

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6. BASIC MAINTENANCE AGREEMENT

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BASIC MAINTENANCE AGREEMENT

This Basic Maintenance Agreement ("Agreement") is entered into on July 1, 2023, by and between Tech Verb, Inc. a California corporation, with its principal place of business at 645 W. 9th Street Unit 110-377, Los Angeles, CA 90015 (Hereinafter "Tech Verb") and TEACH Public Schools a California Non Profit Corporation, with its principal correspondence address at 10600 South Western Avenue, Los Angeles, CA 90047. (hereinafter "Client").

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services.

1.1 Tech Verb shall provide basic Local Area Network Maintenance, Repair and upkeep of eligible E-Rate services, basic Technical Support and Configuration changes. The services provided under this E-Rate Basic Maintenance Contract shall be limited to "basic maintenance services" as defined by the FCC's current E-rate rules. Eligible entities are named as the SLD Entity in section 3.2. The parties reserve the right to change the location of service upon written agreement of both parties and where eligible under the Federal Communication Commission ("FCC") E-Rate rules and regulations.

1.2 Tech Verb shall not be required to perform any service that is not covered by the FCC's current E-Rate Rules. Any services not covered by the E-Rate Rules shall either be separately negotiated with the Client or be billed at Tech Verb's then existing hourly rate.

1.3 Any eligible E-Rate service that exceeds the total E-Rate funding allocated to the Client shall either be separately negotiated with the Client or be billed at Tech Verb's existing hourly rate set forth in Exhibit 1.

2. TERM

2.1 Upon E-Rate funding, the term of this Agreement shall commence on July 1st, 2023, shall continue for one (1) year and shall be completed on June 30th 2024.

2.2 Option for Renewal: This Agreement may be renewed for an additional _____ year term upon written agreement of both parties. If both parties agree in writing to extend said Agreement, the terms and conditions set forth in this Agreement shall control the option period.

3. SERVICES, FEE AND PAYMENT

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3.1 During the terms of this agreement, Client shall sign and process all applicable documents required by the Schools and Libraries Universal Service Division of the FCC ("SLD") for payment to Tech Verb, including but not limited to form 471, form 486, Service Certification form, All PIA queries and any appeals to the SLD and FCC.

3.2 Basic LAN Maintenance Fee: Tech Verb's Fee (the "Fee") for work performed under this Agreement shall be set per the schedule attached hereto as Exhibit 1. The Fee shall not exceed the sum of $17,500.00 for each year of this Agreement pursuant to and based on the pricing and obligations originally set forth in Exhibit 2 for the following entities:

TEACH Public Schools
SLD Entity #: 17022941

3.3 Whatever portion of the Fee that is not paid by the SLD, shall be paid by Client. Client shall pay its discount portion of the Fee within 30 days of invoice.

4 CLIENT RESPONSIBILITIES

4.1 Client acknowledges and agrees that it is responsible to provide a suitable working environment in which Tech Verb personnel may perform the Services.

4.2 Wherever possible, Tech Verb shall provide reasonable notice of any services to be rendered pursuant to this Agreement. Client shall take all steps necessary to accommodate such serve requests and cooperate with Tech Verb.

4.3 Client shall back up all critical data prior to Tech Verb conducting any services and shall to continue to back up data during the term of this Agreement. Under the terms of this Agreement, Tech Verb shall not be responsible for any lost data.

5. INDEPENDENT CONTRACTOR

5.1 Client and Tech Verb acknowledge and agree that the parties herein are independent contractors and shall not be considered or deemed to be agents, employees, joint ventures, or partners of the other. Neither party shall have the authority to contract for or bind the other party in any manner and shall not represent itself as an agent of the other.

5.2 Tech Verb may at its own discretion use qualified independent contractors to fulfill its obligations pursuant to this Agreement.

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6. WARRANTY

6.1 Tech Verb warrants that for a period of thirty (30) days following a service visit by one of its technicians, Tech Verb will, at no additional cost for labor, replace defective parts installed by Tech Verb. This warranty does not apply to consumable parts (including but not limited to paper, ink, and toner). Any claims for warranty service shall be made in writing to Tech Verb pursuant to this Agreement.

6.2 THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR TECH VERB'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, TECH VERB MAKES NO WARRANTIES, CONDITIONS, REPRESENTATION OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 TECH VERB AND THE CLIENT AGREE THAT FOR ANY BREACH OR DEFAULT BY TECH VERB IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF CONDITION OR FUNDAMENTAL TERM OR FOR A FUNDAMENTAL BREACH OR BREACHES, CLIENT'S EXCLUSIVE REMEDY SHALL BE PAYMENT BY TECH VERB OF CLIENT'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT OWED AT THE TIME OF THE BREACH TO TECH VERB BY THE CLIENT.

7.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA OR LOSS OF INFORMATION OF ANY KIND, HOWEVER CAUSED, WHETHER CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THESE DAMAGES. TECH VERB SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR LOSS OF DATA STORED ON CLIENT'S COMPUTERS.

8. TERMINATION

8.1 This Agreement shall be terminated upon the expiration of the term set forth in Section 2 herein.

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8.2 This Agreement may be terminated upon the written agreement of both Client and Tech Verb.

8.3 Either party may terminate this Agreement for good cause upon notice to the other, in the event that the other party: (i) ceases or fails to be solvent; or (ii) is in material breach of this Agreement. The breaching party shall have 30 days after receiving written notice of breach to cure said breach. If the breach is not cured within that time period then the Agreement may be terminated.

8.4 The termination of this Agreement shall not affect or diminish any obligations of the Client to pay the full contract price as stated herein.

8.5 Client agrees that it shall not change Tech Verb's Service Provider's account number provided by the SLD on this Agreement's funding without Tech Verb's written consent. The parties agree that the terms of this paragraph may be enforced by injunction.

9. NOTICES

9.1 All notices and other communications required or permitted under this agreement shall be in writing sent to the addresses listed on the first page of this agreement.

10. NON-SOLICITATION OF EMPLOYEES

10.1 Without Tech Verb's prior written consent, during the term of this agreement and for a period of one (1) year following the expiration or termination of this agreement, Client shall not, nor shall it permit any of its subsidiaries or affiliates to, hire, either directly or indirectly, any person who has been an employee of Tech Verb at any time during the term of this agreement. Client further acknowledges that if Client, or its subsidiaries or affiliates, breach this section, Client agrees to pay to Tech Verb, as liquidated damages, an amount equal to three (3) times the yearly compensation earned by said person as of such person's termination of employment with Tech Verb. Client agrees that since it is difficult to calculate the actual damages, that the liquidated damages stated herein are reasonable and fair.

11. GENERAL

11.1 The headings in this agreement have been inserted for convenience only and are not to affect the interpretation of this agreement.

11.2 Failure by either party to enforce any term of this agreement shall not be deemed a waiver of enforcement of that term or any other term. If any provision of this agreement is held invalid under any applicable statute or rule of law, such

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invalidity shall not affect other provisions of this agreement, which can be given effect without the invalid provisions, and to this end the invalid provision(s) of this agreement is declared to be severable. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of Tech Verb and Client.

11.3 The prevailing party shall be entitled to recover its court costs, reasonable legal fees and other associated expenses incurred in any action or proceeding to enforce this agreement.

11.4 Neither party shall be responsible for failure to fulfill its obligations under this Agreement due to any reasons beyond its control whatsoever, including but not limited to, fire, strike, lock-out, war, riots, acts of a civil or military authority, acts of God, judicial action, inability to secure necessary materials, and delay or failure of performance of a supplier or subcontractor. However, nothing in this section shall relieve the Client from its obligation to make any payment when and as due hereunder.

11.5 This agreement will be governed by and construed in accordance with the laws of the State of California. The courts of the State of California shall have exclusive jurisdiction to enforce this agreement.

11.6 The terms of this Agreement shall be held in strict confidence and its terms shall not be made publicly known.

11.7 Tech Verb reserves the right to assign, sell or transfer the Agreement, or any part of the Agreement, to any qualified third party without prior written consent of the Client.

11.7 The parties each acknowledge that the person executing this agreement on behalf of each party has the authority to bind the respective party.

11.8 This Agreement shall inure to the benefit of and shall be binding upon Tech Verb and Client and their respective successors and permitted assigns.

11.9 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or written. This agreement may only be modified by further written agreement signed by both parties.

11.10 This agreement is only valid and enforceable when signed by both parties.

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EXHIBIT A

TechVerb Technology In Action	Tech Verb, Inc. 645 West 9th Street, #110-377 Los Angeles, CA 90015 P: (213) 223-0170 F: (213) 223-0174 SPIN # 143031182 FCC RN: 0026344986		TEACH PUBLIC SCHOOLS	TEACH PUBLIC SCHOOLS 1846 West Imperial Highway Los Angeles, CA 90047 P: (323) 872-0808 FORM 470#: 230001456 Billed Entity Number: 17022941 FCC RN: 0029065075		
BILLED ENTITY NUMBER: 17022929 BILLED ENTITTY NAME: TEACH PUBLIC SCHOOLS						
CATEGORY TWO: INTERNAL CONNECTION - BASIC MAINTENANCE OF INTERNAL CONNECTION						
MAKE	MODEL	DESCRIPTION	QUANTITY	HOURLY RATE	TOTAL HOURS/YEAR	TOTAL
CISCO	Meraki MX100 Cloud Managed Security Firewall	Cisco Meraki MX100 Cloud Managed Security Appliance Firewall	5			
CISCO	MS120-48LP	Meraki Cloud Managed MS120-48LP Switch	1			
CISCO	MS120-48FP	Meraki Cloud Managed MS120-48FP Switch	2			
CISCO	HP		1			
CISCO	MS250-24	Meraki Cloud Managed MS250-24 Switch	1			
CISCO	MS120-24P	Meraki Cloud Managed MS250-24P Switch	1			
CISCO	MS250-48LP	Meraki Cloud Managed MS250-48LP Switch	1			
CISCO	MR33-HW	Meraki MR33 Cloud Managed Wireless Access Point	92			
CISCO	MR36-HW	Meraki MR36 Cloud Managed Wireless Access Point	20			
CISCO	MR74-HW	Meraki MR74 Cloud Managed Wireless Access Point	1			
CISCO	Meraki Cloud Manager Wireless Controller	Cloud based Wireless Controller	4			
TOTAL	TECH VERB BASIC MAINTENANCE	Basic Maintenance of Internal Connection: Repair and upkeep of eligible products. Services include hardware maintenance along with basic technical support and configuration changes.	129	$125.00	140	$17,500.00

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TEACH Public Schools

Form 470 Application Number: 200027312
Billed Entity Number: 17022941
FCC Registration Number: 0029065075

ACCEPTED BY:	**ACCEPTED BY:**
Tech Verb, Inc.	**Client**
By: _____	By: _____
Name: Troy Pilapil	Name: _____
Title: Managing Partner	Title: _____
Date: _____	Date: _____

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7. FCC RED LIGHT STATUS

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Red Light Rule

Collections and disbursement rules associated with the DCIA, stated in 47 C.F.R. Parts 0 and 1, describe specific provisions which include a rule commonly referred to as the Red Light Rule. See sections 1.1112, 1.1116, 1.1161, 1.1167, and 1.1910 of the FCC's rules.

FCC RED LIGHT DISPLAY SYSTEM (RLD) for TECH VERB

FCC Red Light Display System (RLD) enables entities doing business with the FCC to determine if they have any outstanding delinquent debt. The RLD enables you to check the status of your account by individual FRNs, and links other FRNs sharing the same TIN when determining whether there are outstanding delinquent debts. Tech Verb, Inc. has never been delinquent during its lifetime of business.



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8. REFERENCES

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Reference List

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Vice President of Technology
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Alliance College-Ready Public Schools (laalliance.org)

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About Us - STEM Preparatory Schools (stem-prep.org)

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(213) 388-8676
Value Schools

Jamie Parada
Operations Director
New Heights Charter School
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Los Angeles, CA 90008
(323) 508-0155
Home - New Heights Charter School

Stephanie Romero-Crockett
Director of Operations
City Charter Schools
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Los Angeles, CA 90064
(310) 273-2489
City Charter Schools

Bobby Zavala
System Administrator
Pacoima Charter School
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Pacoima, CA 91331
(818) 899-0201
Pacoima Charter School

Katie Chau
Executive Director
El Rio Community School
211 S. Avenue 20
Los Angeles, CA 90031
(323) 366-0166
El Rio Community School (elrioschool.org)

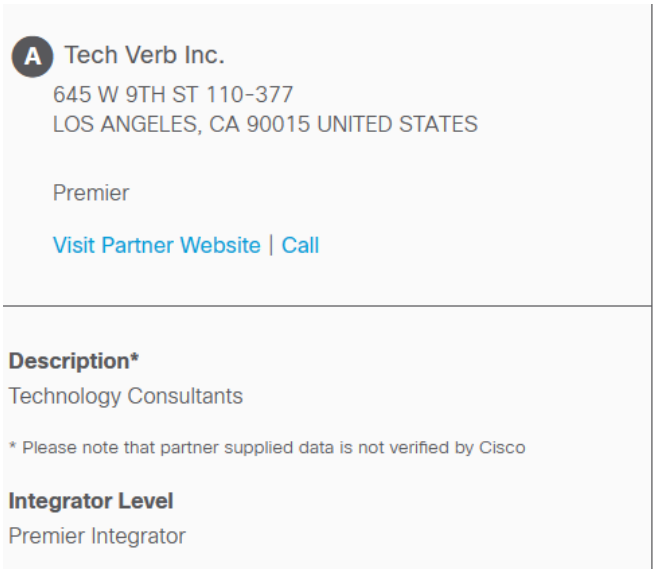
Matthew Kus
Associate Director of Operations
North Valley Military Institute
12105 Allegheny Street
Sun Valley, CA 91352
(818) 368-1935
North Valley Military Institute - Home (novamil.org)

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9. CISCO PARTNERSHIP and ENGINEERS WITH CERTIFICATION

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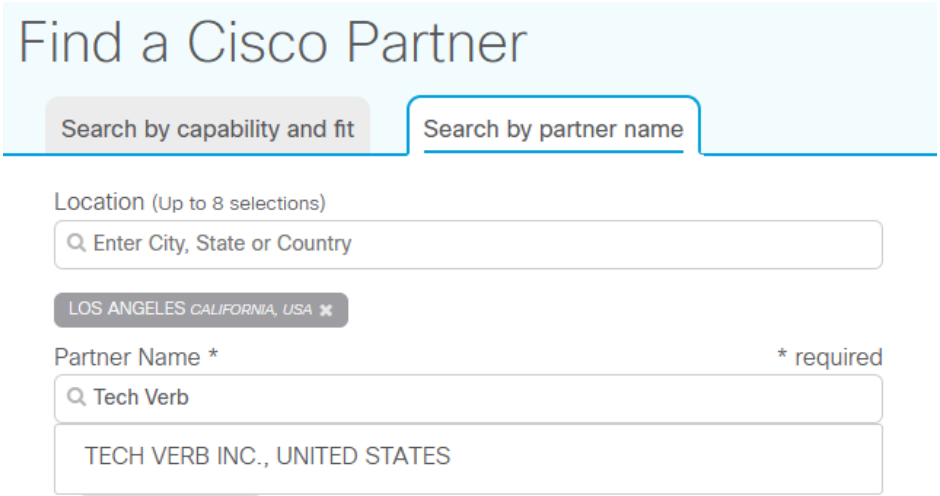
Tech Verb, Inc. is a Cisco Premier Certified Partner and has met all of Cisco's requirements.





Below is the link to search for a Cisco Partner and enter the following information to confirm our partnership:

Partner Locator (cisco.com)



For location: Los Angeles California United States
Partner Name: Tech Verb Inc., United States

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ENGINEERS ASSIGNED TO ICEF PUBLIC SCHOOLS

Jong Cho - CCIE	Hyung Kim- CCNP
Dan Han- CCNP	Daniel Hernandez- CCNA

A **Cisco Certified Network Associate (CCNA)** is an entry-level certification that may appear as a requirement for certain IT roles. The CCNA prepares IT professionals by teaching them the fundamentals of networking. When you begin your CCNA certification process, you may choose from several available specializations, including:

- Routing and switching
- Security
- Collaboration
- Cloud
- Cyber operations
- Data
- Industrial
- Service Provider
- Wireless

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A **Cisco Certified Network Professional (CCNP)** helps IT professionals build on the fundamental skills they learned during the CCNA. This certification provides further education and training on topics such as local area networks, wide area networks and remote access. Similar to the CCNA, you can choose from several specializations when you enroll in a CCNP program, including:

- Routing and switching
- Security
- Data
- Collaboration
- Service provider
- Wireless

The **Cisco Certified Internetwork Expert or CCIE** certification is a technical certification that Cisco Systems offers competent professionals in the domain of networking.

CCIE is the highest-level certification by Cisco Systems. To achieve CCIE certificates, it is necessary to pass two levels of Cisco Certified Network Associate (CCNA) and Cisco Certified Network Professional (CCNP) tests. CCIEs typically lead the networking industry using profound technical networking knowledge and work on some of the most technically exigent networking assignments.

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10. COI Certificate of Insurance

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: William Hughes
Hughes Commercial Insurance Services, LLC 6936 Alabama Ave Canoga Park CA 91303	PHONE (A/C, No, Ext): (818) 668-8220 FAX (A/C, No): (818) 668-8225 E-MAIL ADDRESS: Jackie@hughesrisk.com
INSURED Tech Verb Inc. 645 W. 9th Street Unit 110-377 Los Angeles CA 90015	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: SENTINEL INSURANCE COMPANY — 11000 INSURER B: BEAZLEY INSURANCE COMPANY, INC — 3754 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			57SBABH3562	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			57SBABH3562	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			V11464221201	02/01/2022	02/01/2023	Each Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tech & Professional Services: $1,000,000 each Claim
Tech Product: $1,000,000 each Claim
Media: $1,000,000 each Claim
Data & Network: $1,000,000 each Claim

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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11. SERVICE LEVEL AGREEMENT (SLA)

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Introduction

Service Level Agreement

This service level agreement is a negotiated agreement that records the common understanding about services, priorities, responsibilities, guarantees and warrantied between Tech Verb, Inc. and CLIENT. The purpose of the Comprehensive IT Service Level Agreement is to explain the relationship and expectations of Tech Verb IT Services and the CLIENT.

Documenting a Cooperative Relationship

This SLA is, by nature and intent, the articulation of a vital cooperative relationship between information technology and business that it serves. This is a document that serves as a tool for defining expectations, roles and responsibilities, process and procedures that will help the very diverse and complex functions successfully within an IT environment.

The goal of this document is to:

- Define services in terms that make sense to the customers
- Match the dollars, currently budgeted by the CLIENT for information technology with the services currently received from Tech Verb IT Services
- Identify the processes by which CLIENT business leadership can, with help from Tech Verb Services, make business decisions and set priorities for information technology
- Clarify roles so that the CLIENT knows what IT delivers and who does what
- Quantify metrics and accountability so that the CLIENT business leadership knows the documented expectations are being met

To reinforce the nature of this Agreement as a planning tool and a covenant between Tech Verb and CLIENT that co-exist under the jurisdiction of the client and the leadership of the CLIENT, this Agreement is a document that requires neither a signature nor a “lock” on this content.

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While the Agreement documents a set of expectation and warranties by which the CLIENT can measure Tech Verb's service performance, it is also a vital planning tool for the CLIENT to set priorities and work with Tech Verb Services in order to establish services and systems that have high business value and meet the changing program needs of the CLIENT and its customers.

For Tech Verb IT Services, this document represents an opportunity to articulate and confirm its understanding of CLIENT needs and expectations. This also serves as a baseline by which Tech Verb can normalize and standardize roles, service levels, budgets, processes and procedures among its CLIENT. This also allows the organization to identify centers of excellence, investment priorities, gaps and issues, and opportunities for leveraging resources and economies of scale.

In sum, this Agreement serves as the primary tool for an ongoing cooperative relationship that promises effective information technology management and enhanced government innovation to meet complex CLIENT business needs in the decades ahead.

Tech Verb Service Agreement

The aim of this Agreement is to provide a basis for close cooperation between Tech Verb IT Services and the CLIENT, for support services to be provided by Tech Verb IT to the CLIENT, thereby ensuring timely, cost effective and efficient support services are available to CLIENT end users.

The primary objective of this document is to define the service delivery items that will govern the relationship between Tech Verb and the CLIENT. This SLA documents s the required business facing information technology (IT) services that support the existing CLIENT business processes at the existing service levels and performance baseline from which any desired future changes will be negotiated.

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Objectives of Service Level Agreement

- To create an environment that is conducive to a cooperative relationship between Tech Verb and the AGNECY to ensure the effective support of end users who conduct government business
- To document the responsibilities of all parties taking part in the Agreement
- To ensure that the CLIENT achieves the provision of a high quality of service for the end users with the support of Tech Verb IT
- To define the start of the Agreement and the process of reviewing and amending the SLA
- To define in detail the services to be delivered by Tech Verb and the level of service and anticipated costs that can be expected by the CLIENT, thereby reducing the risk of misunderstandings
- To provide a common understanding of service requirements/capabilities and of the principle involved in the measurement of service levels/objectives
- To provide the parties to the SLA a single, easily referenced document that addresses the objectives as listed above

Contact Details

The following contacts are responsible for the monitoring and support of this Agreement.

	NAME	PHONE	EMAIL ADDRESS
Primary Contact	Troy Pilapil	(562) 519-5401	troy@techverb.com
Support	Tech Verb Support	(213) 223-0170	support@techverb.com

Tech Verb IT Responsibilities

Tech Verb IT responsibilities in Support of this SLA include:

- Educate staff on service desk best practice
- Develop business processes in alignment with service desk best practices
- Publish hours of operations

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- Use a Service Management tool that is in alignment with industry best practices
- System operations, administration and network connections
- Friendly, courteous and efficient service
- Continuous effort to develop and improve services for all service users
- Meet response time associated with the priority assigned to incidents and service requests
- Adhere to established maintenance windows
- Publish all scheduled maintenance via email
- Respond to IT Alerts and outages
- Comply with client policy

Hours of Operation

Hours of Operation are subject to change. Any modifications to this schedule will be announce through email ahead of time. For issues that arise, please leave a request for service vial email to support@techverb.com. Requests will be processed in the order in which they are received.

HOURS OF OPERATION	
Monday – Friday	8 a.m. to 6 p.m.
After hours and Weekends	As needed

Methods for Requesting Assistance

Tech Verb IT Support can be accessed in the following ways:

- E-Mail (Preferred Method): Send a message with a detailed description of request for service to support@techverb.com
- Phone: Call IT Support at (213) 223-0170

Priority Levels for Request

Tech Verb IT Support will make every effort to resolve issues at the time of the service call or email received. This will be the initial method for resolving issues before assigning a priority level. Requests will be handled according to the priority assigned to them.

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The following table describes the priority levels assigned to requests for problem resolution with associated response and completion time commitments:

PRIORITY	DEFINITION	RESPONSE TIME
Critical	A problem that affects all users	Within 15 minutes
High	A problem that affects multiple users	Within 30 minutes
Medium	A problem that affects a single user	Within 1 business day
Low	A service request that does not require immediate attention	Within 1 business day and support will negotiate a schedule

Rates

Tech Verb strives to provide service at the highest level of support at a very competitive price. Our rate are as follows:

Regular business hours (8 a.m. to 5 p.m.)	$125 per hour
After Business Hours (5 p.m. to 8 a.m.)	$175 per hour
Weekends and Holidays	$250 per hour

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Approvals

Agreed this ___1_____ day of ___July_____, 2023 by

Troy Pilapil
Managing Partner
Tech Verb, Inc.

Customer Company Name Location	Customer
Customer Contact Name (First and Last) Signature	Customer

Funding Year 2023-2024 Bid Evaluation Matrix 3/17/2023

	Cytranet	Electronica	TechVerb	GigaKOM	Notes
Price of Eligible Products and Services	Did not respond to BMIC Request	Qty: 55 Hrly: 145 Did not submit requested Hours -Remote Hours Only	Qty:140 Hours Hrly: $125.00 Total $17,500.00	Qty: 140 Hours Hrly: $87.18 Total: $12,205.20	
60 Points	10	40	50	55	
Prior Experience with the Vendor- At least three references within the state					
20 Points	5	10	20	10	
Vendor References					
10 Points	5	5	10	10	
Flexible Invoicing (SPI/BEAR)					
5 Points	5	5	5	5	
Local or In-State					
5 Points	5	5	5	5	
TOTAL POINTS	30	65	90	85	
Category of Service Internet Access Internal Connections					
Name of Evaluator	Jacky Leung				
Name of Evaluator	Enrique Robles				
Date	3.1.23				

Coversheet

Approve the Academic Calendar for 2023-2024

Section:	III. Items Scheduled for Information and Potential Action
Item:	I. Approve the Academic Calendar for 2023-2024
Purpose:	Vote
Submitted by:	
Related Material:	2023-24 TEACH Academic Calendar_03-22-23.pdf

TEACH PUBLIC SCHOOLS
2023-2024 ACADEMIC CALENDAR

MONTH	FIRST WEEK Mon.	Tue.	Wed.	Thu.	Fri.	SECOND WEEK Mon.	Tue.	Wed.	Thu.	Fri.	THIRD WEEK Mon.	Tue.	Wed.	Thu.	Fri.	FOURTH WEEK Mon.	Tue.	Wed.	Thu.	Fri.	FIFTH WEEK Mon.	Tue.	Wed.	Thu.	Fri.	INSTRUCTIONAL DAYS	Regular Days	MINIMUM DAYS	PUPIL FREE DAY	LEGAL AND/OR LOCAL HOLIDAY
JUNE 2023				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30					1
JULY 2023	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					0	0	0	0	1
AUGUST 2023		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		14	11	3	0	0
SEPTEMBER 2023					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19	15	4	1	1
OCTOBER 2023	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				18	14	4	3	1
NOVEMBER 2023			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		16	12	4	0	5
DECEMBER 2023					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	11	9	2	0	10
JANUARY 2024	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			17	13	4	2	4
FEBRUARY 2024				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29		20	16	4	0	1
MARCH 2024					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20	16	4	0	1
APRIL 2024	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				17	14	3	0	5
MAY 2024			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	19	14	5	3	1
JUNE 2024	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						9	5	4	1	1
																									TOTALS	180	139	41	10	31

IMPORTANT DATES

Summer School 2023	6/26/23 through 7/20/23	**Second Semester Begins**	**Monday, January 8, 2024**
Independence Day	Tuesday, July 4, 2023	Dr. Martin L. King Day	Monday, January 15, 2024
TEACH Summer Institute (PD)	8/1/23 through 8/11/23	Spring Back to School Night	Wednesday, February 7, 2024
First Day of Instruction	***Monday, August 14, 2023***	Presidents' Day	Monday, February 12, 2024
Labor Day	Monday, September 4, 2023	Cesar Chavez Day	Friday, March 29, 2024
Fall Back to School Night	Wednesday, September 13, 2023	Spring Break	4/1/24 through 4/5/24
Columbus Day	Monday, October 9, 2023	Memorial Day	Monday, May 27, 2024
Veteran's Day	Friday, November 10, 2023	**Last Day of Instruction**	Thursday, June 13, 2024
Thanksgiving Break	11/20/23 through 11/24/23	Juneteenth Holiday	Wednesday, June 19, 2024
Winter Recess	12/18/23 through 1/5/24	**TEACH Summer School**	TBA

Elementary: Trimester 1: 51 Days | Trimester 2: 64 Days | Trimester 3: 65 Days
Secondary: Semester 1: 78 Days | Semester 2: 102 Days



LEGEND

	First/Last Day of School/Semester
	TEACH Minimum Days (Teacher PD)
	TEACH Back to School Night & Open House
	Pupil Free Day - Professional Development Day
	TEACH-wide closure - Mental Health Day
	TEACH-wide closure - Legal/Local Holidays
	TEACH Summer School

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.

TEACH PUBLIC SCHOOLS

Updated: 3/22/23 11:28 AM

Coversheet

CEO Report

Section: III. Items Scheduled for Information and Potential Action
Item: J. CEO Report
Purpose: FYI
Submitted by:
Related Material: MARCH Director Check-Ins.pdf

CEO BOARD REPORT
Board Meeting March 29th 2023

Department	Highlights for the Board
Dr. Maria Pimienta Director of Human Resources	● Attended Job Fairs at Cal Poly Pomona, LACOE, USC, CSU ● Preparing for Oversight Prep and TAT ● Participated in the Middle School WASC Accreditation Process
Enrique Robles Director of Operations & Data Strategy	● CALPADS Fall 2 Reporting Completed ● Supported TEACH Las Vegas with their Admin Review of the Meal Program ● School Nutrition Program RFP for new vendor in progress ● Support with TEACH Universal Platforms
Jacky Leung Director of Technology	● NA
Luis Ramirez Director of Enrollment and Recruitment	● Continue to receive enrollment paperwork for incoming TEACH families ● Home visits for incoming TEACH families continue ● Weekly Saturday Open Houses continue ● TEACH bus enrollment ads will roll out soon
Beth Bulgeron Dir of Governance and Compliance	● Supporting schools with the school improvement planning process- analyzing data, developing strategies for improved learning outcomes, anticipating budget needs for 23-24 SY ● Writing grants for TEACH Las Vegas
Executive Report	

Coversheet

Proposed Board Meeting Dates for 2023-2024

Section:	III. Items Scheduled for Information and Potential Action
Item:	K. Proposed Board Meeting Dates for 2023-2024
Purpose:	Vote
Submitted by:	
Related Material:	TEACH PS Board Meeting Dates 23-24 (proposed) .docx

Proposed Dates for TEACH Public Schools Board Meetings 2023-2024

Tuesdays at 5 pm

August 29, 2023

September 26, 2023EA

October 24, 2023

December 12, 2023

January 30, 2024

February 27, 2024

March 26, 2024

April 30, 2024

May 21, 2024

Monday June 17, 2024 Special Hearing Board Meeting for LCAP input
Tuesday June 18, 2024