



California Pacific Charter Schools

California Pacific Charter Schools

Regular Meeting of the Board of Directors

Published on May 5, 2023 at 3:54 PM PDT

Date and Time

Tuesday May 9, 2023 at 5:00 PM PDT

Location

Holiday Inn Diamond Bar
Room: Northgate 101
21725 E Gateway Center Dr.
Diamond Bar, CA 91765

Teleconference Locations

1850 Peary Way, Livermore, CA 94550
32706 Spun Cotton Drive, Winchester, CA 92596
4820 Renovo Way, San Diego, CA 92124

Join by telephone or via Zoom conferencing link below:

Dial by your location

+1 669 900 6833 US (San Jose)

+1 213 338 8477 US (Los Angeles)

Meeting ID: 914 3216 8051

<https://cal-pacs-org.zoom.us/j/91432168051>

MISSION STATEMENT

CalPac's mission is to support and encourage all students to relentlessly pursue their life goals by providing an accessible and inclusive personalized learning community.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting California Pacific Charter Schools at 949-752-0527.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
Kelly Wylie, President			
Dr. Shirley Peterson, Vice President			
Tanya Rogers, Clerk			
Bill Howard, Member			
Jason McFaul, Member			
II. Pledge of Allegiance			5:02 PM
A. Led by Board President or designee.		Board President	3 m
III. Approve Adopt/Agenda			5:05 PM
A. Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the regular Board meeting of May 9, 2023.			
Roll Call Vote:			
Kelly Wylie			

	Purpose	Presenter	Time
Dr. Shirley Peterson Tanya Rogers Bill Howard Jason McFaul Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

IV. Approve Minutes 5:06 PM

A. Minutes of the Regular Board meeting that was held on March 7, 2023	Approve Minutes	Board President	3 m
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Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

V. Public Comment - Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board’s jurisdiction under Public Comments/Recognition/Reports.

VI. Adjourn to Closed Session 5:09 PM

The Board will consider and may act on any of the Closed Session matters.

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

A. Closed Session	Discuss	Board President	35 m
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	Purpose	Presenter	Time
1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION			
(Gov. Code Section 54956.9(d)(1))			
a. TR v. The Collaborative Charter Services Organization, et al.			
b. YL v. The Collaborative Charter Services Organization, et al.			
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION			
Pursuant to Government Code 54957			
a. Superintendent, Performance Evaluation and Goals			
VII. Reconvene Regular Meeting			5:44 PM
A. Report out any action that was taken in closed session.	Discuss	Board President	2 m
VIII. Public Comments/Recognition/Reports			
Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.			
IX. Correspondence/Proposals/Reports			5:46 PM
A. School Highlights, Presented by Christine Feher, CEO/Superintendent	Discuss	Christine Feher	5 m
B. Staff Recognition - Employees with Five and Ten Years of Service, Presented by Christine Feher, CEO/Superintendent	Discuss	Christine Feher	3 m
C. Letter from Guerneville Unified School District 2022-23 re: Second Interim Report, California Pacific Charter School- Sonoma	Discuss	Christine Feher	2 m

	Purpose	Presenter	Time
D. Letter from Acton-Agua Dulce 2022-23 Second Interim Report, California Pacific Charter-LA	Discuss	Christine Feher	2 m

X. Consent 5:58 PM

Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Calendar upon the request of any member of the Board, discussed, and acted upon separately.

A. Consent - Business/Financial Services			1 m
<ol style="list-style-type: none"> 1. Check Registers - March 2023 and April 2023 2. J.P. Morgan Statement - March 2023 and April 2023 3. Approval of Surplus of Electronic Devices 			

B. Consent - Personnel Services			1 m
<ol style="list-style-type: none"> 1. Approval of Certificated - Personnel Report 2. Approval of Classified - Personnel Report 			

C. Consent - Policy Development	Vote	Board President	3 m
Approval of existing board policies revised, reviewed, and eliminated by staff for the 2023-2024 school year.			

Board Policies: Reviewed

The following documents were reviewed for accuracy and may include minor edits such as a correction to a typographical error, grammar, spelling, or punctuation. The document may also include a change from Executive Director to Superintendent. The edits did not affect the content or meaning and intent of the policy.

3000 Series - Business/Non-Instructional

- 3016-CPCS Third-Party Processor Policy
- 3105-CPCS Education Partner Risk Management Policy
- 3110-CPCS Education Partner Application and Pre Approval
- 3120-CPCS Name and Logo Use Policy
- 3150-CPCS Reserve Policy

Board Policies: Revised

Purpose Presenter Time

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

3000 Series - Business/Non-Instructional

- 3000-CPCS Fiscal Control Policy
- 3005-CPCS Purchasing Fiscal Policy
- 3011-CPCS Accounts Payable and Record-Keeping Policy
- 3012-CPCS Purchasing Card Fiscal Policy
- 3015-CPCS Accounts Receivable Fiscal Policy
- 3020-CPCS Expenses Fiscal Policy
- 3025-CPCS Finance Fiscal Policy
- 3100-CPCS Education Partner Code of Conduct
- 3125-CPCS Intraorganizational Loan Policy
- 3135-CPCS Gift Acceptance Policy

Board Policy: Rescinded

The following is a current policy which is no longer applicable and should therefore be archived.

3000 Series - Business/Non-Instructional

- 3115-CPCS General Terms and Conditions of the Purchase Order

Consent items listed A through C are considered routine and will be approved/adopted by a single motion.

Roll Call Vote:

- Kelly Wylie
- Dr. Shirley Peterson
- Tanya Rogers
- Bill Howard
- Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XI. Business/Financial Services 6:03 PM

- A.** Approval of CliftonLarsonAllen (CLA) Tax Form Vote Shannon Green 5 m
 990 Return and California Tax Form 199 Return -
 Year Ended June 30, 2022

	Purpose	Presenter	Time
<p>It is recommended the Board approve the CLA Form 990 Return and California Form 199 Return - Year ended June 30, 2022, for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).</p>			

Fiscal Impact: None.

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- | | | | |
|--|------|---------------|-----|
| B. Approval of New Bank Account for California Pacific Charter Schools - Sonoma | Vote | Shannon Green | 5 m |
|--|------|---------------|-----|

It is recommended the Board approve a new bank account for California Pacific Charter Schools - Sonoma (#2037).

Fiscal Impact: None.

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- | | | | |
|---|------|-----------------|-----|
| C. Approval of 1st Day School Supplies (Renewal) | Vote | Christine Feher | 5 m |
|---|------|-----------------|-----|

It is recommended the Board approve 1st Day School Supplies for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: \$27,147.00

(Allocation split may vary dependent on actual enrollment)

California Pacific Charter - Los Angeles (#1751) \$13,342.75

California Pacific Charter - San Diego (#1758) \$ 8,499.73

California Pacific Charter - Sonoma (#2037) \$ 5,304.52

Purpose Presenter Time

Roll Call Vote:

- Kelly Wylie
- Dr. Shirley Peterson
- Tanya Rogers
- Bill Howard
- Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- D.** Approval of All Systems Go! (ASG!) Computer Services Contract for Paid Media Management (Renewal) Vote Christine Feher 5 m

It is recommended the Board approve the contract with All Systems Go! (ASG!) Computer Services through June 30, 2024, for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: \$35,000

(Allocation split may vary dependent on actual enrollment)

California Pacific Charter - Los Angeles (#1751)	\$17,202.50
California Pacific Charter - San Diego (#1758)	\$10,958.50
California Pacific Charter - Sonoma (#2037)	\$ 6,839.00

Roll Call Vote:

- Kelly Wylie
- Dr. Shirley Peterson
- Tanya Rogers
- Bill Howard
- Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- E.** Approval of a Three-Year Contract with Alludo Learning (Renewal) Vote Christine Feher 5 m

It is recommended the Board approve a three-year contract with Alludo Learning for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: \$23,977.50

(Allocation split may vary dependent on actual enrollment)

	Purpose	Presenter	Time
California Pacific Charter - Los Angeles (#1751)	\$11,784.94		
California Pacific Charter - San Diego (#1758)	\$ 7,507.36		
California Pacific Charter - Sonoma (#2037)	\$ 4,685.20		

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- F.** Approval of a Curriculum Purchase from Accelerate Education (Renewal) Vote Christine Feher 5 m

It is recommended the Board approve the purchase contract with Accelerate Education for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Fiscal Impact: Up to \$145,000.00

(Allocation split may vary dependent on actual enrollment)

California Pacific Charter - Los Angeles (#1751)	\$69,005.50
California Pacific Charter - San Diego (#1758)	\$55,897.50
California Pacific Charter - Sonoma (#2037)	\$20,097.00

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- G.** Approval of Funds for Purchase of Student and Faculty Technology Vote Christine Feher 5 m

It is recommended the Board approve the purchase of student and faculty technology for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) for the 2022-23 school year.

	Purpose	Presenter	Time
Fiscal Impact: Up to \$200,000.00 <i>(Allocation split may vary dependent on actual enrollment)</i>			
California Pacific Charter - Los Angeles (#1751)	\$95,180		
California Pacific Charter - San Diego (#1758)	\$77,100		
California Pacific Charter - Sonoma (#2037)	\$27,720		

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XII. Personnel Services

6:38 PM

- A.** Approval of Declaration of Need (DON) for the 2023-2024 School Year Vote Corrie Amador 5 m

It is recommended the Board approve the Declaration of Need (DON) for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751), for the school 2023-2024.

Fiscal Impact: None.

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- B.** Approval of University Student Teaching and Internship Agreements Vote Corrie Amador 5 m

It is recommended the Board approve the listed agreements between California Pacific Charter Schools and the respective universities for Practicum Students, Student Teachers, and Interns for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).

Purpose	Presenter	Time
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Agreements with:

Alliant International University (August 1, 2023 - July 30, 2026)

California State University San Bernardino (July 1, 2023 - June 30, 2027)

California State University Dominguez Hills (June 1, 2023 - June 30, 2026)

Fiscal Impact: None.

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

C. Approval of 457(b) Plan Revisions	Vote	Corrie Amador	7 m
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It is recommended the Board approve the 457(b) Plan Revisions for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751), effective July 1, 2023.

Fiscal Impact: \$100,812.78

(Allocation split may vary dependent on actual enrollment)

California Pacific Charter School-San Diego (Warner #1758): \$31,564.48

California Pacific Charter School-LA (Acton-Agua Dulce #1751): \$49,549.48

California Pacific Charter School-Sonoma (Guerneville #2037): \$19,698.82

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

D. Approval of 2023-2024 Strategic Staffing Plan	Vote	Corrie Amador	10 m
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	Purpose	Presenter	Time
It is recommended the Board approve the comprehensive 2023-2024 Strategic Staffing Plan for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).			

Fiscal Impact:

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XIII. Policy Development

7:05 PM

A. Approval of New Board Policy	Vote	Shannon Green	5 m
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It is recommended the Board approve the proposed policy. This policy will allow the Board to address any related complaints or issues that may be raised in the school/work environment.

3000 Series - Business/Non-Instructional

3140-CPCS Uncollected Debt Policy

Roll Call Vote:

Kelly Wylie

Dr. Shirley Peterson

Tanya Rogers

Bill Howard

Jason McFaul

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XIV. Calendar

The next scheduled regular meeting of the Board of Directors will be held on June 13, 2023.

	Purpose	Presenter	Time
XV. Comments			7:10 PM
A. Board Comments	Discuss	Board President	5 m
B. CEO/Superintendent Comments	Discuss	Christine Feher	5 m
XVI. Closing Items			7:20 PM
A. Adjourn Meeting	Vote	Board President	3 m
Roll Call Vote:			
Kelly Wylie			
Dr. Shirley Peterson			
Tanya Rogers			
Bill Howard			
Jason McFaul			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

FOR MORE INFORMATION

For more information concerning this agenda, contact
 California Pacific Charter Schools. Telephone: 949-688-7798

Coversheet

Minutes of the Regular Board meeting that was held on March 7, 2023

Section: IV. Approve Minutes
Item: A. Minutes of the Regular Board meeting that was held on March 7, 2023
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Meeting of the Board of Directors on March 7, 2023

APPROVED



California Pacific Charter Schools

California Pacific Charter Schools

Minutes

Regular Meeting of the Board of Directors

Date and Time

Tuesday March 7, 2023 at 5:00 PM

Location

Holiday Inn Diamond Bar
Room: Northgate 101
21725 E Gateway Center Dr.
Diamond Bar, CA 91765

Teleconference Locations

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32706 Spun Cotton Drive, Winchester, CA 92596

Join by telephone or via Zoom conferencing link below:

Dial by your location

+1 669 900 6833 US (San Jose)

+1 213 338 8477 US (Los Angeles)

Meeting ID: 952 2108 5452

<https://cal-pacs-org.zoom.us/j/95221085452>

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Directors Present

J. McFaul, K. Wylie (remote), T. Rogers (remote), W. Howard

Directors Absent

S. Peterson

Guests Present

C. Amador (remote), C. Feher, D. Carlos, G. Chamberlain (remote), L. Hath (remote), S. Green (remote), Victor Noguera

I. Opening Items

A. Call the Meeting to Order

K. Wylie called a meeting of the board of directors of California Pacific Charter Schools to order on Tuesday Mar 7, 2023 at 5:02 PM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee.

Jason McFaul led the Pledge of Allegiance.

III. Approve Adopt/Agenda

A. Agenda

T. Rogers made a motion to Kelly Wylie, President.

J. McFaul seconded the motion.

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

Roll Call

S. Peterson Absent
W. Howard Aye
T. Rogers Aye
J. McFaul Aye
K. Wylie Aye

IV. Approve Minutes

A. Minutes of the Regular Board meeting that was held on February 21, 2023

W. Howard made a motion to approve the minutes from Regular Meeting of the Board of Directors on 02-21-23.

J. McFaul seconded the motion.

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

Roll Call

K. Wylie Aye
J. McFaul Aye
W. Howard Aye
S. Peterson Absent
T. Rogers Aye

V. Board Governance

A. Approval of 2023-24 Board Meeting Calendar

J. McFaul made a motion to Kelly Wylie, President.

W. Howard seconded the motion.

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

Roll Call

K. Wylie Aye
S. Peterson Absent
J. McFaul Aye
W. Howard Aye
T. Rogers Aye

VI. Public Comments

A. Closed Session

There were no public comments regarding Closed Session.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Gov. Code Section 54956.9(d)(1))

a. TR v. The Collaborative Charter Services Organization, et al.

b. YL v. The Collaborative Charter Services Organization, et al.

VII. Adjourn to Closed Session

A. Closed Session

T. Rogers made a motion to Kelly Wylie, President.

J. McFaul seconded the motion.

Kelly Wylie, President asked the Board Members to adjourn to Closed Session at 5:07 p.m. for 20-30 minutes.

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

Roll Call

S. Peterson Absent

W. Howard Aye

T. Rogers Aye

K. Wylie Aye

J. McFaul Aye

VIII. Reconvene Regular Meeting

A. Report out any action that was taken in closed session.

The meeting reconvened at 5:45 p.m.

Tanya Rogers, Clerk reported there was no action was taken during the closed session.

IX. Public Comments

A. Recognition and Reports

There were no public comments regarding recognitions and reports.

X. Correspondence/Proposals/Reports

A. School Highlights, Presented by Christine Feher, CEO/Superintendent

Presented by Christine Feher, CEO/Superintendent.

The CEO/Superintendent said she was happy to announce that this is the first in-person Board meeting since pre COVID-19.

XI. Consent

A. Consent - Business/Financial Services

1. Check Registers and J.P. Morgan Statement - February 2023

B. Consent - Personnel Services

1. Approval of Classified Personnel Report
2. Approval of Job Descriptions

Consent items listed under A and B were approved and adopted by a single motion.

T. Rogers made a motion to Kelly Wylie, President.

J. McFaul seconded the motion.

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

Roll Call

S. Peterson Absent

J. McFaul Aye

K. Wylie Aye

T. Rogers Aye

W. Howard Aye

XII. Policy Development

A. Approval of New Board Policies

J. McFaul made a motion to Kelly Wylie, President.

W. Howard seconded the motion.

Presented by Shannon Green.

3000 Series - Business and Non Instructional

3150-CPCS Reserves Fiscal Policy

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

Roll Call

T. Rogers Aye

S. Peterson Absent

J. McFaul Aye

K. Wylie Aye

W. Howard Aye

XIII. Business/Financial Services

A. Approval of Second Interim Financial Report

J. McFaul made a motion to Kelly Wylie, President.

W. Howard seconded the motion.

Presented by Shannon Green.

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

Roll Call

T. Rogers Aye
K. Wylie Aye
J. McFaul Aye
W. Howard Aye
S. Peterson Absent

B. Approval of Annual Audit Engagement Services between CliftonLarsonAllen (CLA) and California Pacific Charter Schools

T. Rogers made a motion to Kelly Wylie, President.
J. McFaul seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Howard Aye
J. McFaul Aye
S. Peterson Absent
K. Wylie Aye
T. Rogers Aye

XIV. Education/Student Services

A. Approval of Alive Studios, LLC - Learning Alive Zoo Keeper Edition

J. McFaul made a motion to Kelly Wylie, President.
W. Howard seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

K. Wylie Aye
T. Rogers Aye
J. McFaul Aye
S. Peterson Absent
W. Howard Aye

XV. Calendar

A. The next regular meeting of the Board of Directors will be held on May 9, 2023.

Kelly Wylie, President reminded Board Members that there will be no Board meeting during the month of April. The next meeting will be on May 9th.

XVI. Comments

A. Board Comments

The Board thanked staff and fellow Board Members for the work they are doing. Tanya said it was a privilege for her and Bill to sit in on different group interviews, and the evaluation process. It was a great opportunity for them to take a look at what is going on at CPCS, saying this is a fantastic organization with dedicated people. The Board also enjoyed Shannon's reports, and listening to the students and teachers presentations. They said to keep up the good work, and said it was nice to be back in-person again. Thank you!

B. CEO/Superintendent Comments

Christine Feher, CEO said it has been fun to be in-person again. This venue is a good connecting place for LA County. She plans to use this location for meetings during the rest of this school year, and next school year. The 2023-24 Board Meeting Calendar was approved this evening, but she wanted to note that the retreat is listed as a TBD. CPCS is still working on the availability of all the Board Members and planning to meet in November or December for the retreat.

She is proud of the work that the staff is doing, saying CPCS is heading into a really busy season. Progress reports are coming out, conferences, spring break, the lottery for next years' enrollment, saying the amount of things happening is tremendous at this time.

CPCS is also preparing for next school year and will be bringing their plans for employment offers in May. Thank you!

XVII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:28 PM.

Respectfully Submitted,
K. Wylie

Documents used during the meeting

- 23-24 Board Meeting Calendar.pdf
- February 22-23 SD School Highlights.pdf
- February 22-23 LA School Highlights.pdf
- February 22-23 SO School Highlights.pdf
- CalPac-SD Check Register February 2023.pdf
- CalPac-SO Check Register February 2023.pdf

- CalPac-LA Check Register February 2023.pdf
 - J.P. Morgan Statement February 28 2023.pdf
 - DRAFT Student Services Support Specialist - March 2023.pdf
 - CPCS_-_3150_Reserves_Fiscal_Policy.pdf
 - 2022-23 Second Interim Budget - California Pacific Charter.pdf
 - 2023 CLA Statement of Work Engagement Letter - Audit Services CalPac.pdf
 - Alive Studios LLC - Learning Alive Zoo Keeper Edition.pdf
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FOR MORE INFORMATION

For more information concerning this agenda, contact
California Pacific Charter Schools. Telephone: 949-752-0527

Coversheet

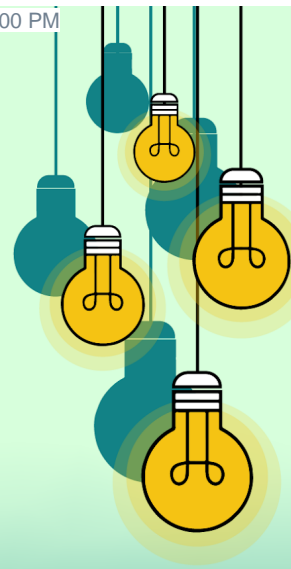
School Highlights, Presented by Christine Feher, CEO/Superintendent

Section: IX. Correspondence/Proposals/Reports
Item: A. School Highlights, Presented by Christine Feher, CEO/Superintendent
Purpose: Discuss
Submitted by:
Related Material: April 22-23 SO School Highlights.pdf
April 22-23 LA School Highlights.pdf
April 22-23 SD School Highlights.pdf

CPCS SONOMA SCHOOL HIGHLIGHTS



April 2023

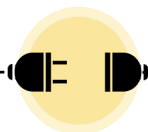


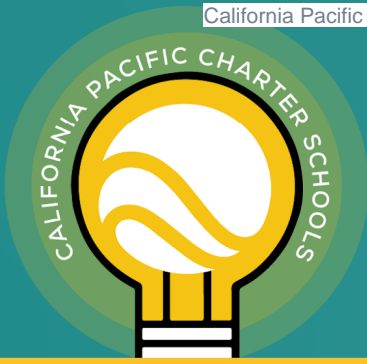
CURRENT ENROLLMENT

140

PROGRAM HIGHLIGHTS

April kicked off with a much needed rest and recharge- Spring Break! School session resumed on April 10th and we hit the ground running with the administration of the local assessment NWEA Maps. We met the 95% participation required to use the results as verifiable data for Charter renewal and will be digging into the results soon. The second reporting period (P2) was finalized and projected ADA numbers were exceeded. Students participated in two in-person field trips to Underwood Farms and the Natural History Museum and a virtual field trip to the National Parks. Our School Site Council met to approve the Parent and Family Engagement Policy, the Title 1 Parent Compact, and to review and provide input on the Local Control and Accountability Plan (LCAP). We celebrated the fact that CalPac continues to receive a high approval rating from education partners.





SONOMA

April 2023

Re-enrollment for the 2023-2024 school year ended at the beginning of the month. We re-enrolled 80% of TK-11th grade students to return to CalPac next year. Our first lottery was held, and we have already welcomed many students to the CalPac family for next year. We look forward to growing the school responsibly.

STUDENT ACHIEVEMENT

NWEA Local Assessment - Grades 2 to 11

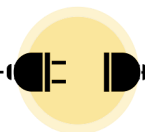
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SONOMA

April 2023

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PICTURES & VIDEOS





SONOMA

April 2023

Underwood Farms Field Trip



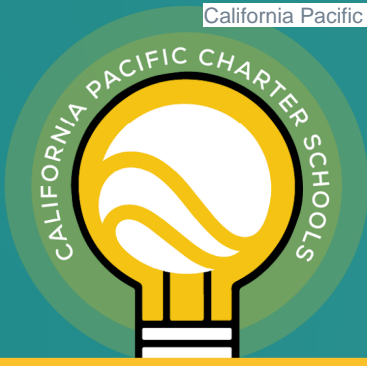
Natural History Museum Field Trip



FUTURE PROJECTS

- CAASPP Testing
- NCUST administrator professional development
- Diversity and Equity Training Session #4
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- Spirit Day
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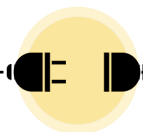




SONOMA

April 2023

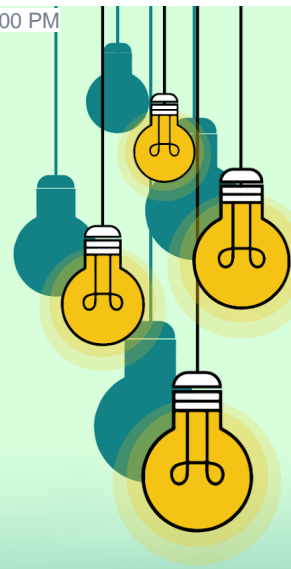
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CPCS LOS ANGELES SCHOOL HIGHLIGHTS



April 2023

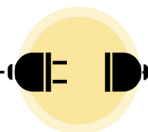


CURRENT ENROLLMENT

400

PROGRAM HIGHLIGHTS

April kicked off with a much needed rest and recharge- Spring Break! School session resumed on April 10th and we hit the ground running with the administration of the local assessment NWEA Maps. We met the 95% participation required to use the results as verifiable data for Charter renewal and will be digging into the results soon. The second reporting period (P2) was finalized and projected ADA numbers were exceeded. Students participated in two in-person field trips to Underwood Farms and the Natural History Museum and a virtual field trip to the National Parks. Our School Site Council met to approve the Parent and Family Engagement Policy, the Title 1 Parent Compact, and to review and provide input on the Local Control and Accountability Plan (LCAP). We celebrated the fact that CalPac continues to receive a high approval rating from education partners.





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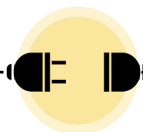
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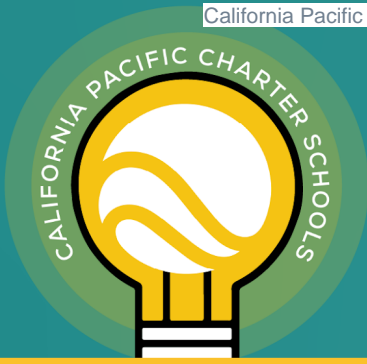
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PICTURES & VIDEOS





LOS ANGELES

April 2023

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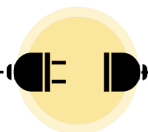


Natural History Museum Field Trip



FUTURE PROJECTS

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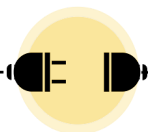




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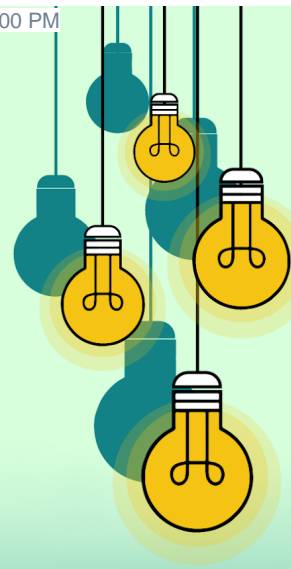
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CPCS SAN DIEGO SCHOOL HIGHLIGHTS



April 2023

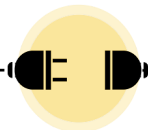


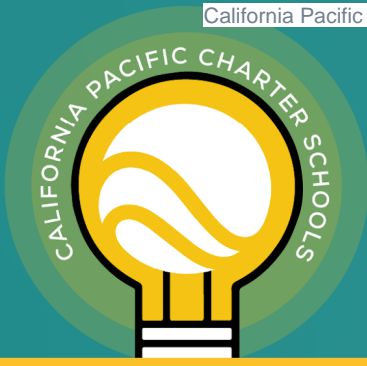
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264

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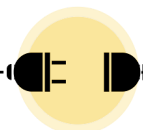
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PICTURES & VIDEOS





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April 2023

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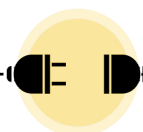


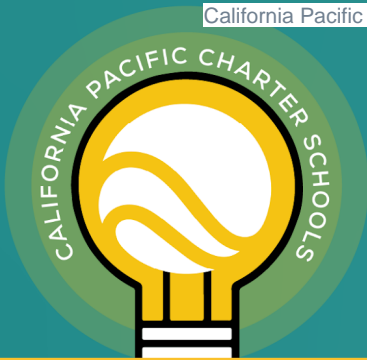
Natural History Museum Field Trip



FUTURE PROJECTS

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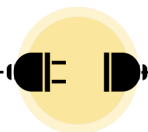




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April 2023

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Coversheet

Staff Recognition - Employees with Five and Ten Years of Service, Presented by Christine Feher, CEO/Superintendent

Section: IX. Correspondence/Proposals/Reports
Item: B. Staff Recognition - Employees with Five and Ten Years of Service,
 Presented by Christine Feher, CEO/Superintendent
Purpose: Discuss
Submitted by: Christine Feher
Related Material: Staff Recognition 22-23.pdf

BACKGROUND:

California Pacific Charter Schools values its employees and their dedication to the schools.

Martinez, Lisa - Online Teacher----- - 10 year

Dietz-Rineberg, Erin - Assistant Director of TK-8----- - 10 year

Masters, Caryn - Special Education Education Specialist ----- - 5 year

Morfin, Alexis - Student Services Support Specialist----- - 5 year

Zemmer, Ericka - Director of School Operations----- - 5 year

Fiscal Impact

None

RECOMMENDATION:

It is recommended the Board acknowledge staff for their years of service. Each employee will receive a letter of gratitude and a certificate of appreciation.

CalPac Teacher & Staff Recognition

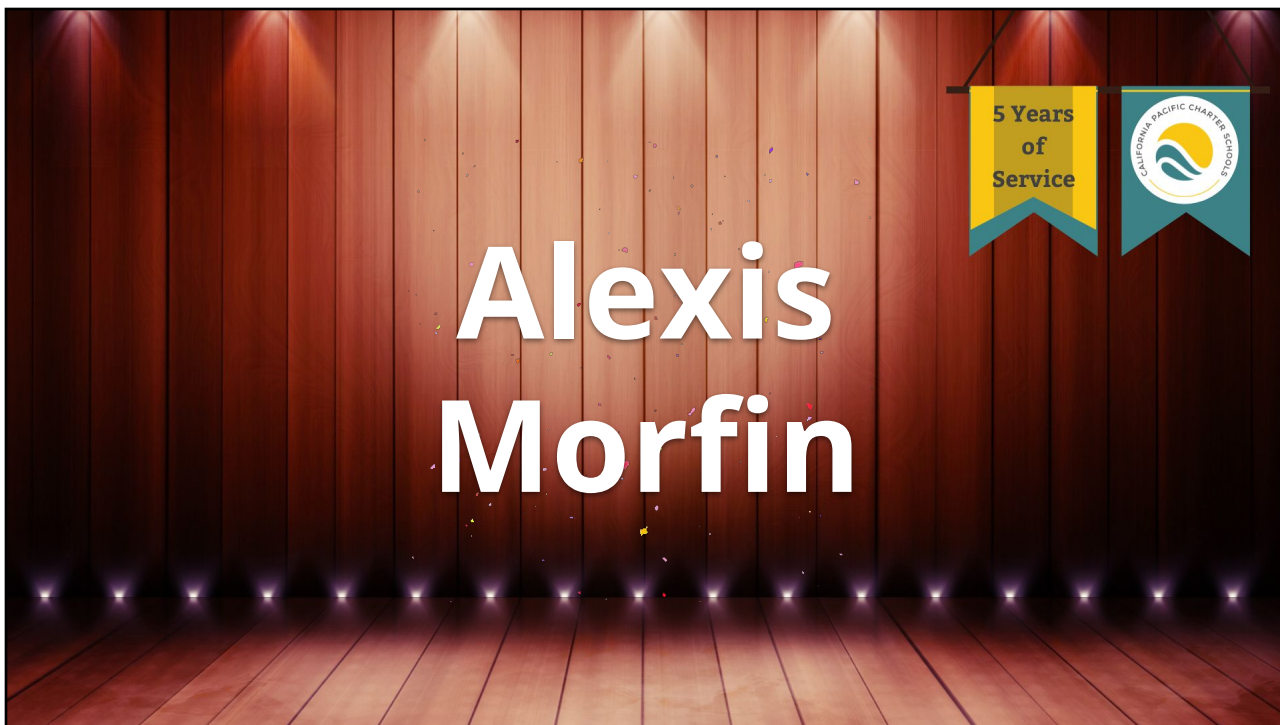
2022-2023



5 Years of CalPac Service



Caryn Masters



Alexis Morfin





Coversheet

Letter from Guerneville Unified School District 2022-23 re: Second Interim Report, California Pacific Charter School- Sonoma

Section: IX. Correspondence/Proposals/Reports
Item: C. Letter from Guerneville Unified School District 2022-23 re: Second Interim Report, California Pacific Charter School- Sonoma
Purpose: Discuss
Submitted by:
Related Material: Second Interim Review.pdf

BACKGROUND:

In accordance with the provisions of Education Code (EC) Section 47604.32, a review of the California Pacific Charter 2022-23 Second Interim Budget has been completed by the Guerneville Unified School District.



GUERNEVILLE
SCHOOL DISTRICT

14630 Armstrong Wood Road
Guerneville, CA 95446
707.869.2864
Fax 707.869.3149
guernevilleschool.org

Date 3/31/23

Christine Feher
Superintendent, California Pacific Charter Sonoma
940 S Coast Dr, Ste 185
Costa Mesa, CA 92626

Dear Christine:

In accordance with Education Code Section 47604.32, the district has the responsibility to monitor the fiscal condition of California Pacific Charter School Sonoma. We have examined the second interim report and backup data provided.

Based on our review and analysis, we are satisfied that the second interim report approved by the charter school's board on March 7, 2023 accurately reflects the financial status of the school and is consistent with the state's Criteria and Standards. Projected ending fund balance for 2022-23 is \$719,213 or 41.78% reserve. We therefore concur with the district's positive certification, with our comments outlined below.

Enrollment was previously projected at 115 at budget adoption and is now updated to actual enrollment to date of 151 and 125 ADA. The financials look healthy for the 2022-23 fiscal year and the following two years. Staffing adjustments have been made in accordance with salary increases approved by the board.

The multi-year projection provided assumes an estimated ADA of 124.99 in each year. These estimates seem reasonable at this time and the charter is already seeing an increase to enrollment based on their advertising campaign. The multi-year projection estimates funding and staffing increases in line with the projected ADA and the ending fund balance is expected to remain fairly steady from 41.78% in 2022-23 to 41.68% in 2024-25. Cash flow is also reflecting a positive balance throughout the year.

Included in the Second Interim is also a new Fiscal Policy regarding reserves. The district appreciates the conservative approach to identify potential amounts needed for specific reserves such as special education, legal, economic uncertainties, and cash flow.

We want to express our appreciation to the charter's staff, and the governing board for their diligence and hard work. If you have any questions regarding our review process, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Cherie Cahn".

Cherie Cahn
Chief Business Official
Guerneville School District

cc: Board of Education, Guerneville School District
Joelene Morasch, Superintendent, Guerneville School District
Michelle Panizzera, SCOE Fiscal Advisor
Shannon Green, Asst. Director Fiscal Services, CalPAC

Equal Opportunity Employer

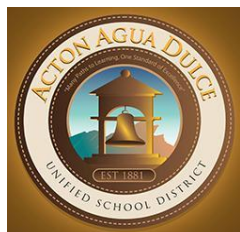
Coversheet

Letter from Acton-Agua Dulce 2022-23 Second Interim Report, California Pacific Charter-LA

Section: IX. Correspondence/Proposals/Reports
Item: D. Letter from Acton-Agua Dulce 2022-23 Second Interim Report,
California Pacific Charter-LA
Purpose: Discuss
Submitted by:
Related Material: 2022-23 CA Pacific Charter-LA Second Interim Budget Review.pdf

BACKGROUND:

In accordance with the provisions of Education Code (EC) Section 47604.32, a review of the California Pacific Charter 2022-23 Second Interim Budget has been completed by the Acton-Agua Dulce Unified School District.



ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

32248 Crown Valley Rd.

Acton, CA 93510

661-269-0750

March 31, 2023

Board President, California Pacific Charter
1782 La Costa Meadows, Suite 102
San Marcos, CA 92078

Dear Board President:

In accordance with the provisions of Education Code (EC) Section 47604.32, a review of the California Pacific Charter 2022-23 Second Interim Budget has been completed by the Acton-Agua Dulce Unified School District. Please see the enclosed Summary Analysis that provides the details of our review.

We wish to thank the Charter School's staff for their cooperation during the review. Should you have any questions or concerns, please contact the District Office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Vensko".

Kevin Vensko
Assistant Superintendent of Business Services
Acton-Agua Dulce Unified School District

Cc: Mr. Kurt Madden Superintendent, California Pacific Charter
Dr. Eric Sahakian, Superintendent, AADUSD
Ms. Nesha Pattison, AADUSD

Charter School Budget Summary Analysis

Reporting Period: 2022-23 First Interim Budget

Charter Name: California Pacific Charter

CDS: 19-75309-0132654

<u>Reporting Period</u>	<u>ADA</u>	
2022-23 Second Interim Budget	362.04	
2022-23 P1	340.57	
2022-23 First Interim Budget	358.05	
2022-23 Preliminary Budget	367.35	
2021-22 Estimated Actuals	334.21	
2021-22 P-2	332.01	
2020-21 P-2	282.24	
2019-20 P2	282.24	
2018-19 P2	898.09	
2017-18 P2	2,143.34	
2016-17 P2	1,900.00	
Total Revenue:	\$5,360,714	
Total Expenditures:	\$5,344,931	
Excess/(Deficiency):	\$15,782	
Beginning Fund Balance:	\$2,464,684	(audited)
Ending Fund Balance:	\$2,480,466	

Reserve Requirement: For ADA between 301 to and 1,000, the reserve requirement is the greater of 4% or \$76,000. California Pacific Charter's 2022-23 estimated P-2 ADA is 362.04

Reserves: The Charter School's reserve requirement is \$213,797. Its ending fund balance of \$2,480,466 demonstrates that the Charter is able to meet its required reserve for economic uncertainty. The Charter reserved \$2,465,160 in its 2022-23 Second Interim Budget projection.

Analysis/Comments: Local Control Funding Formula revenues are calculated based on ADA of 362.04, an increase of 3.99 ADA over 2022-23 First Interim Budget projections. The Charter's 2022-23 P-1 certified ADA is 340.57. Total LCFF is budgeted at \$4,272,701, a \$77K decrease

over 2022-23 First Interim Budget. Federal revenue totals \$626,101, a \$43K decrease as compared to 2022-23 First Interim Budget. Other State Revenues total \$459,867, a \$61K decrease over 2022-23 First Interim Budget. \$2,045 of Other Local Revenue is budgeted, a \$1,870 increase as compared to 2022-23 First Interim Budget. **Total revenue is \$5,360,714, a \$179,943 decrease as compared to 2022-23 First Interim Budget.**

Personnel expenditures represent 79% of total expenditures, a 2% decrease over 2022-23 First Interim. The Charter School participates in STRS. Certificated Salaries increased by \$153K, Classified Salaries decreased by \$165K. Total Benefits decreased by \$89K. Books and Supplies increased by \$45K and Services and Other Operating expense increased by \$51KK. **Total expense is \$5,344,931, a \$5,371 decrease as compared to 2022-23 First Interim Budget.**

The Charter reports no debt on Form Debt.

The Charter's cash flow reports positive cash throughout 2022-23. The Charter's July 2022 beginning cash is estimated at \$2,189,631, consistent with the Charter's 2021-22 Unaudited Actuals submission. Balance sheet accounts are recorded. The Charter's lowest future projected cash month is June 2023 at \$2,390,590 with no loans. The Charter's principal apportionment payments are not supported by CDE exhibits and are overstated by approximately \$335K.

The Charter's MYP assumes an 8.33% increase in ADA 2022-23, 7.15% in 2023-24 and 2.58% in 2024-25. The Charter's 2022-23 P-1 certified ADA is 340.57, 21.47 higher than 2022-23 Second Interim budgeted ADA. The Charter's 3-year average ADA is **-16.72%**. The Charter's 3-year average is largely influenced by its 2019-20 decrease in ADA. The Charter did increase in ADA by 18.41% in 2021-22. Revenue assumptions are reasonable. Expense is decreased by -6.49% to -6.74% in Books and Supplies in Year I of the MYP while CPI is 3.44% in the same year. Expense is decreased by .67% to -4.89% in Year II of the Charter's MYP while CPI is 2.77% in that year.

Assessment:

The Charter School estimates a **positive** ending fund balance for **FY 2022-23**.

- The Charter projects an 8.33% increase in ADA in the budget year. The Charter's 3-year average does not support this estimated increase and is higher than the Charter's 2022-23 P-1 certified ADA of 340.57.
- The Charter projects its ending fund balance will decrease by \$175K as compared to its 2022-23 First Interim projection.
- The Charter projects it will grow its fund balance by .64% in 22-23, 2.93% in 23-24, and 2.79% in 24-25.
- The Charter is debt-free.
- The Charter's cash flow projects a positive cash position for 2022-23. The Charter's State Aid payments are overstated and not supported by CDE P-1 certified exhibits.
- The Charter's MYP assumes a 3.44% decrease in expense in Books and Supplies in Year I followed by a .67% decrease in expense in Year II. Reductions in expense in combination with assumed increases in ADA for those same year should be addressed and in the Charter's narrative.

Preliminary Budget Requirements: Provide the District with the following on or before **June 16, 2023:**

- 2022-24 Preliminary Budget Alternative Form **or** a PDF file of the Charter's officially exported SACS Form 62 and/or MYP. The District will provide the required Alternative Form and MYP file. This file must be completed and returned in Excel format. Charters may not use their own version of this form.
- Original signed Form Certification.
- A Multi-Year Projection (MYP) with the base year 2023-24 and two out years, 2024-25, and 2025-26, using the District-provided Excel file. Charters utilizing SACS software may use either the MYP template included with the software or use the district- provided Excel MYP template. Charters may not use their own version of this form.
- Written narrative of planning assumptions which includes a specific overview of enrollment/ADA, revenue, expense, deficit spending, fund balance, reserves, debt, and cash.
- Excel file copy of the 2023-24 Preliminary Budget FCMAT Calculator.
- Cash flow projection for 2023-24. The District will provide the Cash Flow template. Charters may not use their own version of this form. Charters using the SACS software may use the template within the software or the District's Excel file. Cash flow reports should include applicable balance sheet object codes.
- FORM Debt. All Charters must submit this document. Note if the charter is debt-free, there is a box within the form to denote this. This form has been updated to include a breakdown of the Charter's debt payments by principal and interest. Additionally, the charter must identify the specific object code in which it has budgeted interest payments. Be sure Form Debt is consistent with the Charter's other reporting documents. (e.g. – Alternative Form, Cash Flow, and Narrative)

Coversheet

Consent - Business/Financial Services

Section: X. Consent
Item: A. Consent - Business/Financial Services
Purpose:
Submitted by:
Related Material: CalPac-LA Check Register March 2023.pdf
CalPac-LA Check Register April 2023.pdf
CalPac-SD Check Register March 2023.pdf
CalPac-SD Check Register April 2023.pdf
CalPac-SO Check Register March 2023.pdf
CalPac-SO Check Register April 2023.pdf
J.P. Morgan Statement March 31 2023.pdf
J.P. Morgan Statement April 30 2023.pdf
CALPAC_unrecoverable_and_ewaste_list_for_Board_5.9.2023.pdf

BACKGROUND:

Unrecoverable Devices and EWaste Devices: Devices on this list have been returned and are unusable or are so old that they are no longer usable and should be deemed as such for the purposes of inventory.

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 4/4/2023
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Ch		Account no: 505911781				
	3/1/2023	AMAZ000--Amazon	20137001576	86.49	Supplies for students in all scopes	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001577	40.78	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001574	40.78	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001572	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001580	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001575	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001579	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001581	22.44	Printment supplies for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001582	20.38	Printment supplies for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001566	77.48	Visual Arts kits for students in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001568	40.78	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001569	40.78	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001565	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001557	40.04	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001543	39.86	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001550	39.67	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	DOCU001--DocuSign Inc.	20137001538	2,934.88	Service from 30-Jan-23 to 30-JUN-23	55--California Pacific Charter - Los Angeles
		DOCU001--DocuSign Inc.	20137001538	4,108.79	Service from 01-JUL-23 to 29-Jan-24	55--California Pacific Charter - Los Angeles
	3/1/2023	STAP001--Staples Technology Solutio.	20137001564	2,357.01	Laptop for Christine Feher	55--California Pacific Charter - Los Angeles
	3/1/2023	EECS000--Effectual Educational Const	20137001542	260.00	SPEECH & LANGUAGE - CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	PITN000--Pitney Bowes Global Financ	20137001562	99.60	Postage machine lease- February 2023	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001559	50.88	Office supplies- boxes	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001560	44.13	Office supplies- labels	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001554	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001547	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001552	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001563	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/1/2023	AMAZ000--Amazon	20137001544	40.50	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001600	178.69	Office supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001607	99.40	supplies from Ergonomic Assessments	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 4/4/2023
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Ch		Account no: 505911781				
	3/2/2023	AMAZ000--Amazon	20137001603	51.20	School Mailing Supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001599	49.80	Office supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001605	25.93	Office Supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001601	11.91	Office supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001606	7.57	Office Supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001604	3.24	Office supplies	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001593	40.23	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001596	22.58	Enrichment kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001592	14.17	Computer charger for Erin Rineberg	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001591	13.65	Computer adapter for Jill Tanner	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001590	22.74	Enrichment supplies for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001584	40.23	Visual Arts kit for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001586	22.53	Enrichment supplies for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/2/2023	AMAZ000--Amazon	20137001583	22.23	Enrichment supplies for student in CPC-LA	55--California Pacific Charter - Los Angeles
	3/6/2023	ARNE001--A&R Parcel Three	0655110587TC	2,635.11	Rent for March 2023	55--California Pacific Charter - Los Angeles
	3/9/2023	PROC000--Procopio, Cory, Harareave:	101370864	2,763.90	Legal Services for January	55--California Pacific Charter - Los Angeles
	3/9/2023	PROC000--Procopio, Cory, Harareave:	101370863	627.87	Legal Services for January	55--California Pacific Charter - Los Angeles
	3/9/2023	BASS002--Anqela Lvnn Bass	101370866	339.19	Professional Development Feb 2023	55--California Pacific Charter - Los Angeles
	3/9/2023	BASS001--Wendell M. Bass Jr.	101370867	214.16	Professional Development Feb 2023	55--California Pacific Charter - Los Angeles
	3/9/2023	JANE000--Janet E. Kohtz	101370868	420.00	VISION THERAPY FEBRUARY CPC-LA	55--California Pacific Charter - Los Angeles
	3/9/2023	ALPH000--Alpha Vision, Inc.	101370865	190.45	Google Suite Cloud to Cloud Email and Dr	55--California Pacific Charter - Los Angeles
	3/9/2023	ALLS001--All Systems Go!	101370858	673.73	Marketing for February 2023	55--California Pacific Charter - Los Angeles
	3/9/2023	WORL000--Worldwide Express	101370859	187.93	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	3/9/2023	DELA000--De Lae Landen Financial S	101370860	173.47	Copier Lease for March 2023	55--California Pacific Charter - Los Angeles
	3/9/2023	WORL000--Worldwide Express	101370862	146.47	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	3/9/2023	CHAR001--Charter Impact	101370856	1,256.25	Health & Retirement Services February 2023	55--California Pacific Charter - Los Angeles
	3/10/2023	PATX001--Pennsylvania Department of Labor & Industry		619.09	Pennsylvania 2022 Q2 and Q3 Reports	55--California Pacific Charter - Los Angeles
	3/10/2023	UKG0001--UKG	20137001618	5,025.00	Payroll One-Time Implementation Fee	55--California Pacific Charter - Los Angeles
	3/10/2023	RING000--RingCentral	20137001616	1,546.29	Monthly phone bill- February 2023	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
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Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Ch		Account no: 505911781				
	3/10/2023	IRON000--Iron Mountain	20137001617	205.55	Storage/Service for February 2023	55--California Pacific Charter - Los Angeles
	3/10/2023	EDME000--Edmentum	20137001612	1,500.00	AP Courses for students in CPC-LA	55--California Pacific Charter - Los Angeles
	3/10/2023	KMED001--KM Educational Consulting	20137001614	339.19	Professional Services - February 2023	55--California Pacific Charter - Los Angeles
	3/10/2023	BUCH001--Buchalter	20137001611	623.60	Legal Services for January	55--California Pacific Charter - Los Angeles
	3/10/2023	BUCH001--Buchalter	20137001610	29.90	Legal Services for January	55--California Pacific Charter - Los Angeles
	3/13/2023	AMAZ000--Amazon	20137001625	49.81	supplies: Ink for our postage machine	55--California Pacific Charter - Los Angeles
	3/13/2023	AMAZ000--Amazon	20137001622	25.74	Office supplies	55--California Pacific Charter - Los Angeles
	3/13/2023	AMAZ000--Amazon	20137001626	18.92	Book for Admin- Christine Feher	55--California Pacific Charter - Los Angeles
	3/13/2023	TSWT000--TSW Therapy, Inc.	20137001619	1,443.76	OT SERVICES FEBRUARY CPC-LA	55--California Pacific Charter - Los Angeles
	3/17/2023	PROC000--Procopio, Cory, Hargreave:	101370871	2,234.62	Legal fees from 2022	55--California Pacific Charter - Los Angeles
	3/17/2023	PROC000--Procopio, Cory, Hargreave:	Voided - 10137082	-2,234.62	Legal fees from 2022	55--California Pacific Charter - Los Angeles
	3/20/2023	WORL000--Worldwide Express	101370876	208.60	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	3/20/2023	KAJE000--Kajeet, Inc	101370877	78.81	Kajeet Public Sector Unlimited Plan	55--California Pacific Charter - Los Angeles
	3/20/2023	TEAC003--TeachTown	101370874	192.90	SPED software/curriculum	55--California Pacific Charter - Los Angeles
	3/20/2023	WORL000--Worldwide Express	101370875	79.13	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	3/20/2023	MCDO001--McDougal Boehmer Foley	101370873	30.15	Legal Services - Jan 2023	55--California Pacific Charter - Los Angeles
	3/21/2023	ECCI000--ECC Imaging LLC.	101370878	9.15	Freight for Copier Toner	55--California Pacific Charter - Los Angeles
	3/21/2023	DAIS002--Daisy Carlos	20137001634	10.52	Daisy - Board Meeting refreshments	55--California Pacific Charter - Los Angeles
	3/21/2023	DAIS002--Daisy Carlos	20137001634	15.76	Carlos, Daisy - Mileage Board Meeting	55--California Pacific Charter - Los Angeles
	3/21/2023	JILLT001--Jill Tanner	20137001636	12.62	SACS REPORTING WORKING LUNCH	55--California Pacific Charter - Los Angeles
	3/21/2023	SARA000--Sarah Diatta	20137001633	12.56	Counselor Appreciation Week Lunch	55--California Pacific Charter - Los Angeles
	3/21/2023	SHAN000--Shannon Green	20137001632	7.80	Accounting Team Lunch	55--California Pacific Charter - Los Angeles
	3/21/2023	SEAS001--Carly Stone (Sea Stone Pro	20137001630	1,494.94	Video Post - Production for Field Trip	55--California Pacific Charter - Los Angeles
	3/21/2023	ZOOM000--Zoom	20137001629	504.76	Audio Recording for Feb 2023 - Mar 2023	55--California Pacific Charter - Los Angeles
	3/21/2023	ZOOM000--Zoom	20137001628	445.72	Audio Recording for Jan 2023 - Feb 2023	55--California Pacific Charter - Los Angeles
	3/21/2023	ZOOM000--Zoom	20137001627	24.54	Zoom license for new staff member	55--California Pacific Charter - Los Angeles
	3/22/2023	PARS000--Parsec Education, Inc.	101370880	1,005.00	Annual Maintenance Fee 4/1/23-6/30/24	55--California Pacific Charter - Los Angeles
	3/22/2023	PARS000--Parsec Education, Inc.	101370880	251.25	Annual Maintenance Fee 4/1/23-6/30/24	55--California Pacific Charter - Los Angeles
	3/22/2023	EMHS000--EMH Sports USA, Inc.	101370879	285.00	APE SVCS - CPC - LA	55--California Pacific Charter - Los Angeles
	3/23/2023	JASO000--Jason D. McFaul	1011762625	200.00	MARCH 2023 Board Stipends - JM	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
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Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Ch		Account no: 505911781				
	3/23/2023	WILL000--William J Howard Jr. WILL000--William J Howard Jr.	1011762626 1011762626	150.00 200.00	val. Comm. 2023 Board Stipends - WH MARCH 2023 Board Stipends - WH	55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles
	3/23/2023	TANY001--Tanya Rogers TANY001--Tanya Rogers	1011762629 1011762629	150.00 200.00	val. Comm. 2023 Board Stipends - TR MARCH 2023 Board Stipends - TR	55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles
	3/23/2023	KELL000--Kelly Wylie	1011762628	200.00	MARCH 2023 Board Stipends - KW	55--California Pacific Charter - Los Angeles
	3/23/2023	SHIR000--Shirley Peterson	1011762627	200.00	BOD 03-23-2023 (\$600.00) SP	55--California Pacific Charter - Los Angeles
	3/23/2023	OXFO000--Oxford Consulting Services OXFO000--Oxford Consulting Services	20137001637 20137001637	1,750.00 160.50		BIS 55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles
	3/23/2023	AMAZ000--Amazon	20137001641	150.68	Office supplies for shipping	55--California Pacific Charter - Los Angeles
	3/23/2023	AMAZ000--Amazon	20137001642	18.38	Office supplies- ink for postage machine	55--California Pacific Charter - Los Angeles
	3/23/2023	AMAZ000--Amazon	20137001643	10.75	Promotion diploma covers	55--California Pacific Charter - Los Angeles
	3/24/2023	ALIV001--Alive Studios LLC	101370881	7,840.46	Zoo Keeper Program for K-2	55--California Pacific Charter - Los Angeles
	3/24/2023	PROC000--Procopio, Cory, Harquave	101370882	2,075.33	Legal Services for February	55--California Pacific Charter - Los Angeles
	3/27/2023	SSCA001--School Services of Californ. SSCA001--School Services of Californ.	101370884 101370884	713.55 1,427.10	March 2023-June 2023 July 2023 - February 2024	55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles
	3/27/2023	ECCI000--ECC Imaging LLC.	101370883	5.03	11/2023 to 3/10/2023 coverage period	55--California Pacific Charter - Los Angeles
	3/27/2023	GRAD001--Graduation Solutions LLC	20137001647	1,781.37	Cap and gowns for graduation	55--California Pacific Charter - Los Angeles
	3/27/2023	GRAD001--Graduation Solutions LLC	20137001646	286.17	Graduation supplies- cords	55--California Pacific Charter - Los Angeles
	3/27/2023	NWEA001--NWEA	20137001648	200.50	bundle price (incl . English & Spanish)	55--California Pacific Charter - Los Angeles
	3/27/2023	SEAS001--Carly Stone (Sea Stone Pro	20137001645	1,105.50	CalPac Whale Watching Field Trip	55--California Pacific Charter - Los Angeles
	3/28/2023	ELIZ001--Elizabeth DelConte ELIZ001--Elizabeth DelConte	101370885 101370885	15.08 15.67	rate, Elizabeth CTE Conference Parking rate, Elizabeth CTE Conference Mileage	55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles
	3/29/2023	CHRI001--Christine Feher CHRI001--Christine Feher	20137001650 20137001650	25.05 19.19	Admissions Meeting with D.Carbonetta Feher, Christine Board Meeting Mileage	55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles
	3/30/2023	WORL000--Worldwide Express	101370886	370.04	Mailing for CPC-LA	55--California Pacific Charter - Los Angeles
	3/30/2023	ZOOM000--Zoom	20137001651	116.71	Zoom Storage of 5TB Difference	55--California Pacific Charter - Los Angeles
	3/30/2023	AMAZ000--Amazon	20137001652	10.25	Office supplies- mailing bags	55--California Pacific Charter - Los Angeles
	3/30/2023	AMAZ000--Amazon	20137001653	5.87	Office supplies- pens	55--California Pacific Charter - Los Angeles
	3/30/2023	AMAZ000--Amazon	20137001654	50.57	Office supplies- mailing for tech	55--California Pacific Charter - Los Angeles
	3/31/2023	SCHO000--School Pathways, LLC SCHO000--School Pathways, LLC	20137001656 20137001656	750.40 857.60	Annual Subscription 12/1/2022-6/30/23 Annual Subscription 7/1/2023-2/28/2024	55--California Pacific Charter - Los Angeles 55--California Pacific Charter - Los Angeles

Total for CHASE 1781

58,162.21

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 5/1/2023
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Chase Bank	Account no: 505911781					
	4/3/2023	AZTX001--Arizona Department of Rev	Voided - 10252	0.00	Arizona Withholding Tax (Period: 09/30/2019)	55--California Pacific Charter - Los Angeles
	4/3/2023	AZTX001--Arizona Department of Rev	10253	2.27	Arizona Withholding Tax (Period: 09/30/2019)	55--California Pacific Charter - Los Angeles
	4/4/2023	ARNE001--A&R Parcel Three	0941915052TC	2,635.11	Rent for April 2023	55--California Pacific Charter - Los Angeles
	4/4/2023	CHAR001--Charter Impact	101370888	1,256.25	Payroll Services March 2023	55--California Pacific Charter - Los Angeles
	4/4/2023	ASTA001--ASTA-USA TRANSLATION S	101370889	115.00	Translation Svcs March 2023	55--California Pacific Charter - Los Angeles
	4/4/2023	VICT001--Victor Nogueta	101370887	33.90	Nogueta, Victor Board Meeting Mileage 3/7/23	55--California Pacific Charter - Los Angeles
	4/5/2023	RING000--RinqCentral	20137001667	1,525.58	Monthly phone bill- March 2023	55--California Pacific Charter - Los Angeles
	4/5/2023	EECS000--Effectual Educational Consl	20137001662	1,375.00	Adaptive PE & Speech Path Feb 2023	55--California Pacific Charter - Los Angeles
	4/5/2023	EECS000--Effectual Educational Consl	20137001663	920.00	Adaptive PE Svc Jan 2023	55--California Pacific Charter - Los Angeles
	4/5/2023	PROP001--Propio LS, LLC	20137001665	279.96	21-22 SY; Translation for GenEd	55--California Pacific Charter - Los Angeles
	4/5/2023	PROP001--Propio LS, LLC	20137001665	157.48	21-22 SY; Translation for SPED	55--California Pacific Charter - Los Angeles
	4/5/2023	SAGE002--Sage Intacct	20137001661	6,715.91	Accounting Software Subscription 07/01/23-04/14/24	55--California Pacific Charter - Los Angeles
	4/5/2023	SAGE002--Sage Intacct	20137001661	2,238.64	Accounting Software Subscription 04/15/23-06/30/23	55--California Pacific Charter - Los Angeles
	4/5/2023	SHAN000--Shannon Green	20137001659	34.67	CCSA Parking	55--California Pacific Charter - Los Angeles
	4/5/2023	SHAN000--Shannon Green	20137001659	43.71	CCSA Mileage	55--California Pacific Charter - Los Angeles
	4/5/2023	WILL000--William J Howard Jr.	20137001657	75.70	Howard, Bill Board Meeting Mileage 03/07/23	55--California Pacific Charter - Los Angeles
	4/5/2023	JASO000--Jason D. McFaul	20137001658	8.98	McFaul, Jason Board Meeting Mileage 03/07/23	55--California Pacific Charter - Los Angeles
	4/11/2023	WORL000--Worldwide Express	101370890	497.32	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	4/11/2023	TIFF001--Tiffany Cozzi	101370892	34.23	Cozzi, Tiffany - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/11/2023	ALEX000--Alexis Morfin	101370891	12.77	Morfin, Alexis School Pathway Mileage	55--California Pacific Charter - Los Angeles
	4/11/2023	KELL001--Kelly Rocha	101370893	8.49	Rocha, Kelly - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/12/2023	MCDO001--McDougal Boehmer Foley i	101370895	346.73	Professional Services - UKG Services	55--California Pacific Charter - Los Angeles
	4/12/2023	JANE000--Janet E. Kohtz	101370896	420.00	VISION THERAPY MARCH 2023	55--California Pacific Charter - Los Angeles
	4/12/2023	JENN001--Jennifer Byus	101370898	8.69	Byus, Jennifer - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/12/2023	STAP001--Staples Technology Solutio	20137001676	9,746.89	Technology for Staff	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
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Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank		Account no: 505911781				
	4/12/2023	STAP001--Staples Technology Solution	20137001675	2,404.66	Technology for Staff	55--California Pacific Charter - Los Angeles
	4/12/2023	KMED001--KM Educational Consulting	20137001674	565.31	Professional Services - March	55--California Pacific Charter - Los Angeles
	4/12/2023	TYLE001--Tyler Phipps	20137001673	44.76	Phipps, Tyler - School Pathways Mileage	55--California Pacific Charter - Los Angeles
		TYLE001--Tyler Phipps	20137001673	12.68	Phipps, Tyler - School Pathways Dinner	55--California Pacific Charter - Los Angeles
	4/12/2023	DAIS002--Daisy Carlos	20137001672	18.63	Mileage for Holiday Inn management meeting	55--California Pacific Charter - Los Angeles
		DAIS002--Daisy Carlos	20137001672	11.72	Mileage for School Pathways Conference	55--California Pacific Charter - Los Angeles
		DAIS002--Daisy Carlos	20137001672	10.72	Beverages for lunch meeting	55--California Pacific Charter - Los Angeles
	4/12/2023	JOCE001--Jocelin Jones	20137001670	40.49	Jones, Jocelin - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/12/2023	AMAZ000--Amazon	20137001677	35.19	Keyboard for Daisy Carlos	55--California Pacific Charter - Los Angeles
	4/12/2023	ROMY001--Romy Fay-Mason	20137001668	8.28	Mason, Romy - 3/8 Toll Roads	55--California Pacific Charter - Los Angeles
		ROMY001--Romy Fay-Mason	20137001668	217.90	Mason, Romy - Hotel Room for School Pathways	55--California Pacific Charter - Los Angeles
		ROMY001--Romy Fay-Mason	20137001668	28.45	Mason, Romy - Dinner 3/22 & 3/23	55--California Pacific Charter - Los Angeles
		ROMY001--Romy Fay-Mason	20137001668	50.03	Mason, Romy - School Pathways Mileage	55--California Pacific Charter - Los Angeles
		ROMY001--Romy Fay-Mason	20137001668	44.10	Mason, Romy - Office Trip 3/8/23	55--California Pacific Charter - Los Angeles
		ROMY001--Romy Fay-Mason	20137001668	29.41	Mason, Romy - Hotel Parking for School Pathways Conference	55--California Pacific Charter - Los Angeles
	4/12/2023	SARA000--Sarah Diatta	20137001671	39.50	Diatta, Sarah - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/12/2023	PATR001--Patrice Aguilar	20137001669	18.60	Aguilar, Patrice - Safari Park Field Trip Mileage	55--California Pacific Charter - Los Angeles
		PATR001--Patrice Aguilar	20137001669	14.15	Aguilar, Patrice - Safari Park Field Trip Breakfast and Lunch	55--California Pacific Charter - Los Angeles
	4/13/2023	WORL000--Worldwide Express	101370899	246.86	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	4/13/2023	ALPH000--Alpha Vision, Inc.	101370900	190.45	April 2023- CalPac Datto Monthly Backupify G - Suite Cloud to Cloud Email and Dr	55--California Pacific Charter - Los Angeles
	4/13/2023	CARR001--Carrie Jamil	20137001681	69.78	Jamil, Carrie - Field Trip Mileage	55--California Pacific Charter - Los Angeles
		CARR001--Carrie Jamil	20137001681	7.53	Jamil, Carrie - Field Trip Parking	55--California Pacific Charter - Los Angeles
	4/13/2023	KATI002--Katie Hawck	20137001679	7.76	Hawck, Katie - Safari Park Field Trip Lunch	55--California Pacific Charter - Los Angeles
		KATI002--Katie Hawck	20137001679	53.32	Hawck, Katie - Safari Park Field Trip Mileage	55--California Pacific Charter - Los Angeles
		KATI002--Katie Hawck	20137001679	5.48	Hawck, Katie - Staff Badge Holders for Field Trip	55--California Pacific Charter - Los Angeles
	4/13/2023	GRET000--Gretchen Chamberlain	20137001680	65.66	Chamberlain, Gretchen - Mileage for Office trip and School Pathways Conference	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
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Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank		Account no: 505911781				
	4/13/2023	DANI001--Danielle Carbonetta	20137001682	19.16	Carbonetta, Danielle - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/14/2023	IRON000--Iron Mountain	20137001684	209.32	Service Charges for March 2023	55--California Pacific Charter - Los Angeles
	4/14/2023	CHRI001--Christine Feher	20137001685	22.97	Feher, Christine - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/17/2023	AZTX001--Arizona Department of Rev	Voided - 10137077	-7.04	Arizona Withholding Tax (Period: 09/30/2019)	55--California Pacific Charter - Los Angeles
	4/20/2023	PROP001--Propio LS, LLC	20137001696	78.00	Translation Services March 2023	55--California Pacific Charter - Los Angeles
	4/20/2023	DAIS001--Daisuke Nishikawa	101370907	6.65	Nishikawa, Daisuke - School Pathways Mileage	55--California Pacific Charter - Los Angeles
	4/20/2023	OXFO000--Oxford Consulting Services	20137001688	267.50	PT services March 23	55--California Pacific Charter - Los Angeles
		OXFO000--Oxford Consulting Services	20137001688	2,000.00	BIS	55--California Pacific Charter - Los Angeles
	4/20/2023	SCHO000--School Pathways, LLC	20137001694	905.97	Subscriptions True Ups Jan - March 2023	55--California Pacific Charter - Los Angeles
	4/20/2023	TSWT000--TSW Therapy, Inc.	20137001691	618.75	OT THERAPY MARCH 2023	55--California Pacific Charter - Los Angeles
	4/20/2023	PROP001--Propio LS, LLC	20137001686	78.00	Interpreter Services - SpEd	55--California Pacific Charter - Los Angeles
		PROP001--Propio LS, LLC	20137001686	78.00	Interpreter Services - GenEd	55--California Pacific Charter - Los Angeles
	4/20/2023	PROP001--Propio LS, LLC	20137001689	28.05	Telephone Interpretation	55--California Pacific Charter - Los Angeles
	4/20/2023	YMCL000--Law Offices of Young, Minn	101370905	1,050.98	Legal Services for March 2023	55--California Pacific Charter - Los Angeles
	4/20/2023	PART000--Partners in Special Educat	101370901	260.00	OCCUPATION THERAPY	55--California Pacific Charter - Los Angeles
		PART000--Partners in Special Educat	101370901	975.00	PSYCHOLOGIST	55--California Pacific Charter - Los Angeles
	4/20/2023	WORL000--Worldwide Express	101370904	130.79	Shipping for CPC-LA	55--California Pacific Charter - Los Angeles
	4/21/2023	HOLI001--Holiday Inn	101370908	199.74	Conference Room Rental for May 9 Board Meeting	55--California Pacific Charter - Los Angeles
	4/24/2023	SHIR000--Shirley Peterson	1014249701	200.00	APRIL 2023 Board Stipends - SP	55--California Pacific Charter - Los Angeles
	4/24/2023	KELL000--Kelly Wylie	1014249700	200.00	APRIL 2023 Board Stipends - KW	55--California Pacific Charter - Los Angeles
	4/24/2023	TANY001--Tanya Rogers	1014249704	150.00	APR Dir. Eval. Comm. 2023 Board Stipends - TR	55--California Pacific Charter - Los Angeles
		TANY001--Tanya Rogers	1014249704	200.00	APRIL 2023 Board Stipends - TR	55--California Pacific Charter - Los Angeles
	4/24/2023	WILL000--William J Howard Jr.	1014249698	200.00	APRIL 2023 Board Stipends - WH	55--California Pacific Charter - Los Angeles
		WILL000--William J Howard Jr.	1014249698	150.00	APR Dir. Eval. Comm. 2023 Board Stipends - WH	55--California Pacific Charter - Los Angeles
	4/24/2023	JASO000--Jason D. McFaul	1014249699	200.00	APRIL 2023 Board Stipends - JM	55--California Pacific Charter - Los Angeles
	4/24/2023	WORL000--Worldwide Express	101370909	204.72	Postage for CPC-LA	55--California Pacific Charter - Los Angeles
	4/25/2023	PART000--Partners in Special Educat	101370910	2,632.50	SPED SVC'S FEB 2023	55--California Pacific Charter - Los Angeles
	4/25/2023	EMHS000--EMH Sports USA, Inc.	101370913	380.00	ADAPTIVE PE SERVICES FEB	55--California Pacific Charter - Los Angeles

Company name: California Pacific Charter - Los Angeles
Report name: Check register
Created on: 5/1/2023
Location: 55--California Pacific Charter - Los Angeles

Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Chase Bank	Account no: 505911781					
	4/26/2023	RENA001--Renaissance Learning, Inc.	20137001704	2,655.49	Subscription Renewal 2023-2024	55--California Pacific Charter - Los Angeles
	4/26/2023	ZOOM000--Zoom	20137001706	251.25	Zoom Cloud Recording 5TB Fee 4/8/23-5/8/23	55--California Pacific Charter - Los Angeles
	4/26/2023	EECS000--Effectual Educational Consl	20137001699	417.50	SPEECH & LANGUAGE SVC'S MAR 2023	55--California Pacific Charter - Los Angeles
	4/27/2023	PROC000--Procopio, Cory, Harqreaves	101370915	2,747.24	Legal Services for March 2023	55--California Pacific Charter - Los Angeles
	4/27/2023	PROC000--Procopio, Cory, Harqreaves	101370916	263.11	Legal Services for March 2023	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001716	57.15	Testing supplies for students in all scopes	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001719	54.14	External Hard Drive Portable HDD for office	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001720	53.89	External Hard drive for office	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001714	23.92	Office supplies	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001717	15.76	Office supplies	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001718	14.61	Office supplies	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001721	14.43	Office supplies- mailing envelopes	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001713	5.93	Office supplies	55--California Pacific Charter - Los Angeles
	4/27/2023	AMAZ000--Amazon	20137001712	4.29	Office supplies	55--California Pacific Charter - Los Angeles
	4/27/2023	HATC000--Hatch & Cesario, Attorneys	20137001707	576.00	Legal Fees for March 2023	55--California Pacific Charter - Los Angeles
	4/27/2023	PARE000--ParentSquare Inc.	20137001709	250.75	ParentSquare User Conference Registration 10/10-11/23 - Katherine Hawck	55--California Pacific Charter - Los Angeles
	4/27/2023	PARE000--ParentSquare Inc.	20137001710	250.75	ParentSquare User Conference Registration 10/10-11/23 - Jane Wilson	55--California Pacific Charter - Los Angeles
	4/27/2023	PARE000--ParentSquare Inc.	20137001708	250.75	ParentSquare User Conference Registration 10/10-11/23 - Alexis Morfin	55--California Pacific Charter - Los Angeles
	4/28/2023	CHRI001--Christine Feher	20137001722	12.70	LBG Mileage for ACCS	55--California Pacific Charter - Los Angeles
	CHRI001--Christine Feher	20137001722	128.01	Staff Building SPED In-Person Workshop (March 2023)	55--California Pacific Charter - Los Angeles	
	CHRI001--Christine Feher	20137001722	9.55	LBG Parking for ACCS	55--California Pacific Charter - Los Angeles	
	CHRI001--Christine Feher	20137001722	22.21	Meals for ACCS Meeting	55--California Pacific Charter - Los Angeles	
	CHRI001--Christine Feher	20137001722	240.18	Southwest Flight to ACCS Meeting	55--California Pacific Charter - Los Angeles	
	CHRI001--Christine Feher	20137001722	40.49	Mileage - SPED In-Person Workshop (March 2023)	55--California Pacific Charter - Los Angeles	
	CHRI001--Christine Feher	20137001722	168.37	Dinner - SPED In-Person Workshop (March 2023)	55--California Pacific Charter - Los Angeles	

Total for CHASE 1781

52,702.23

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 4/4/2023
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Ch	Account no: 505911781					
	3/1/2023	AMAZ000--Amazon	20137001576	57.44	Supplies for students in all scopes	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001573	40.23	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001570	39.86	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001567	40.23	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001556	40.23	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001545	40.04	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001558	39.86	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001548	39.86	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001561	39.86	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/1/2023	DOCU001--DocuSign Inc.	20137001538	2,728.56	Service from 01-JUL-23 to 29-Jan-24	44--California Pacific Charter - San Diego
		DOCU001--DocuSign Inc.	20137001538	1,948.99	Service from 30-Jan-23 to 30-JUN-23	44--California Pacific Charter - San Diego
	3/1/2023	STAP001--Staples Technology Solutio	20137001539	693.58	Chromebook for student	44--California Pacific Charter - San Diego
	3/1/2023	PITN000--Pitney Bowes Global Financi	20137001562	66.14	Postage machine lease- February 2023	44--California Pacific Charter - San Diego
	3/1/2023	EECS000--Effectual Educational Consu	20137001541	195.00	SPEECH & LANGUAGE - CPCSD	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001559	33.79	Office supplies- boxes	44--California Pacific Charter - San Diego
	3/1/2023	AMAZ000--Amazon	20137001560	29.31	Office supplies- labels	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001600	118.66	Office supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001607	66.01	supplies from Ergonomic Assessments	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001603	34.01	School Mailing Supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001599	33.07	Office supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001605	17.23	Office Supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001609	39.14	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001601	7.92	Office supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001608	17.23	accessory for SPED student in CPC-SD	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001606	5.02	Office Supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001604	2.15	Office supplies	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001598	22.23	: Enrichment kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001594	22.23	: Enrichment kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001592	9.40	Computer charger for Erin Rineberg	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001591	9.07	Computer adapter for Jill Tanner	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001588	22.44	:hment supplies for student in CPC-SD	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 4/4/2023
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Ch	Account no: 505911781					
	3/2/2023	AMAZ000--Amazon	20137001589	22.33	ment supplies for student in CPC-SD	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001587	39.86	Visual Arts kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/2/2023	AMAZ000--Amazon	20137001585	22.44	ment supplies for student in CPC-SD	44--California Pacific Charter - San Diego
	3/6/2023	ARNE001--A&R Parcel Three	0655110587TC	1,749.92	Rent for March 2023	44--California Pacific Charter - San Diego
	3/9/2023	PROC000--Procopio, Cory, Hargreaves	101370864	1,835.45	Legal Services for January	44--California Pacific Charter - San Diego
	3/9/2023	PROC000--Procopio, Cory, Hargreaves	101370863	416.96	Legal Services for January	44--California Pacific Charter - San Diego
	3/9/2023	BASS002--Anqela Lynn Bass	101370866	225.24	oy Professional Development Feb 2023	44--California Pacific Charter - San Diego
	3/9/2023	YMCL000--Law Offices of Young, Minn	101370869	477.00	Legal Fees for February 2023	44--California Pacific Charter - San Diego
	3/9/2023	BASS001--Wendell M. Bass Jr.	101370867	173.47	oy Professional Development Feb 2023	44--California Pacific Charter - San Diego
	3/9/2023	ALPH000--Alpha Vision, Inc.	101370865	126.47	G - Suite Cloud to Cloud Email and Dr	44--California Pacific Charter - San Diego
	3/9/2023	CALI003--CaliforniaChoice	101370861	58,987.49	April 2023 Medical Premiums	44--California Pacific Charter - San Diego
	3/9/2023	ALLS001--All Systems Go!	101370858	447.41	Marketing for February 2023	44--California Pacific Charter - San Diego
	3/9/2023	WORL000--Worldwide Express	101370859	138.63	Postage for CPC-SD	44--California Pacific Charter - San Diego
	3/9/2023	DELA000--De Lage Landen Financial S	101370860	115.20	Copier Lease for March 2023	44--California Pacific Charter - San Diego
	3/9/2023	WORL000--Worldwide Express	101370862	51.35	Postage for CPC-SD	44--California Pacific Charter - San Diego
	3/9/2023	CHAR001--Charter Impact	101370856	834.25	& Retirement Services February 2023	44--California Pacific Charter - San Diego
	3/10/2023	PATX001--Pennsylvania Department of Labor & Industry		411.12	Pennsylvania 2022 Q2 and Q3 Reports	44--California Pacific Charter - San Diego
	3/10/2023	UKG0001--UKG	20137001618	3,337.00	Payroll One-Time Implementation Fee	44--California Pacific Charter - San Diego
	3/10/2023	RING000--RingCentral	20137001616	1,026.86	Monthly phone bill- February 2023	44--California Pacific Charter - San Diego
	3/10/2023	IRON000--Iron Mountain	20137001617	136.51	Storage/Service for February 2023	44--California Pacific Charter - San Diego
	3/10/2023	METL001--MetLife Small Business Cen	20137001613	11,219.33	March insurance payment	44--California Pacific Charter - San Diego
	3/10/2023	EDME000--Edmentum	20137001612	900.00	AP Courses for students in CPC-SD	44--California Pacific Charter - San Diego
	3/10/2023	KMED001--KM Educational Consulting	20137001614	225.24	Professional Services - February 2023	44--California Pacific Charter - San Diego
	3/10/2023	BUCH001--Buchalter	20137001611	414.12	Legal Services for January	44--California Pacific Charter - San Diego
	3/10/2023	BUCH001--Buchalter	20137001610	19.85	Legal Services for January	44--California Pacific Charter - San Diego
	3/13/2023	BERK000--Berkshire Hathaway	0729146608TC	5,602.49	Workers Comp - February 2023	44--California Pacific Charter - San Diego
	3/13/2023	AMAZ000--Amazon	20137001625	33.08	supplies: Ink for our postage machine	44--California Pacific Charter - San Diego
	3/13/2023	AMAZ000--Amazon	20137001622	17.10	Office supplies	44--California Pacific Charter - San Diego
	3/13/2023	AMAZ000--Amazon	20137001626	12.57	Book for Admin- Christine Feher	44--California Pacific Charter - San Diego
	3/13/2023	AMAZ000--Amazon	20137001623	2.90	Supplies for student in CPC-SD	44--California Pacific Charter - San Diego
	3/13/2023	TSWT000--TSW Therapy, Inc.	20137001620	790.63	OT SERVICES FEBRUARY CPC-SD	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 4/4/2023
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Ch	Account no: 505911781					
	3/17/2023	PROC000--Procopio, Cory, Harqreaves	101370871	1,483.96	Legal fees from 2022	44--California Pacific Charter - San Diego
	3/17/2023	PROC000--Procopio, Cory, Harqreaves	Voided - 10137082	-1,483.96	Legal fees from 2022	44--California Pacific Charter - San Diego
	3/20/2023	WORL000--Worldwide Express	101370876	197.91	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	3/20/2023	KAJE000--Kajeet, Inc	101370877	52.34	Kajeet Public Sector Unlimited Plan	44--California Pacific Charter - San Diego
	3/20/2023	TEAC003--TeachTown	101370874	128.10	SPED software/curriculum	44--California Pacific Charter - San Diego
	3/20/2023	WORL000--Worldwide Express	101370875	130.63	Postage for CPC-SD	44--California Pacific Charter - San Diego
	3/20/2023	MCDO001--McDougal Boehmer Foley I	101370873	20.02	Legal Services - Jan 2023	44--California Pacific Charter - San Diego
	3/20/2023	NATE000--Nate Kinser	101370872	39.44	Issue replacement for check 4011	44--California Pacific Charter - San Diego
	3/21/2023	ECCI000--ECC Imaging LLC.	101370878	6.08	Freight for Copier Toner	44--California Pacific Charter - San Diego
	3/21/2023	DAIS002--Daisy Carlos	20137001634	10.47	Carlos, Daisy - Mileage Board Meeting	44--California Pacific Charter - San Diego
	3/21/2023	DAIS002--Daisy Carlos	20137001634	6.98	t, Daisy - Board Meeting refreshments	44--California Pacific Charter - San Diego
	3/21/2023	JILLT001--Jill Tanner	20137001636	8.39	SACS REPORTING WORKING LUNCH	44--California Pacific Charter - San Diego
	3/21/2023	SARA000--Sarah Diatta	20137001633	8.34	Counselor Appreciation Week Lunch	44--California Pacific Charter - San Diego
	3/21/2023	SHAN000--Shannon Green	20137001632	5.19	Accounting Team Lunch	44--California Pacific Charter - San Diego
	3/21/2023	STAP001--Staples Technology Solutio	20137001631	86.19	Technology for Ericka Zemmer- USB Hub	44--California Pacific Charter - San Diego
	3/21/2023	SEAS001--Carly Stone (Sea Stone Pro	20137001630	992.75	Video Post - Production for Field Trip	44--California Pacific Charter - San Diego
	3/21/2023	ZOOM000--Zoom	20137001629	335.20	Audio Recording for Feb 2023 - Mar 2023	44--California Pacific Charter - San Diego
	3/21/2023	ZOOM000--Zoom	20137001628	295.99	Audio Recording for Jan 2023 - Feb 2023	44--California Pacific Charter - San Diego
	3/21/2023	ZOOM000--Zoom	20137001627	16.29	Zoom license for new staff member	44--California Pacific Charter - San Diego
	3/22/2023	PARS000--Parsec Education, Inc.	101370880	166.85	Annual Maintenance Fee 4/1/23-6/30/24	44--California Pacific Charter - San Diego
	3/22/2023	PARS000--Parsec Education, Inc.	101370880	667.40	Annual Maintenance Fee 4/1/23-6/30/24	44--California Pacific Charter - San Diego
	3/23/2023	JASO000--Jason D. McFaul	1011762625	200.00	MARCH 2023 Board Stipends - JM	44--California Pacific Charter - San Diego
	3/23/2023	WILL000--William J Howard Jr.	1011762626	150.00	Val. Comm. 2023 Board Stipends - WH	44--California Pacific Charter - San Diego
	3/23/2023	WILL000--William J Howard Jr.	1011762626	200.00	MARCH 2023 Board Stipends - WH	44--California Pacific Charter - San Diego
	3/23/2023	TANY001--Tanya Rogers	1011762629	200.00	MARCH 2023 Board Stipends - TR	44--California Pacific Charter - San Diego
	3/23/2023	TANY001--Tanya Rogers	1011762629	150.00	Val. Comm. 2023 Board Stipends - TR	44--California Pacific Charter - San Diego
	3/23/2023	KELL000--Kelly Wylie	1011762628	200.00	MARCH 2023 Board Stipends - KW	44--California Pacific Charter - San Diego
	3/23/2023	SHIR000--Shirley Peterson	1011762627	200.00	BOD 03-23-2023 (\$600.00) SP	44--California Pacific Charter - San Diego
	3/23/2023	STAP001--Staples Technology Solutio	20137001639	2,508.00	Computer for Ericka Zemmer	44--California Pacific Charter - San Diego
	3/23/2023	STAP001--Staples Technology Solutio	20137001638	2,260.85	Trial computers for students	44--California Pacific Charter - San Diego
	3/23/2023	STAP001--Staples Technology Solutio	20137001640	340.40	Insurance for Ericka Zemmer's computer	44--California Pacific Charter - San Diego
	3/23/2023	AMAZ000--Amazon	20137001641	100.07	Office supplies for shipping	44--California Pacific Charter - San Diego

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 4/4/2023
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Ch	Account no: 505911781					
	3/23/2023	AMAZ000--Amazon	20137001644	38.77	Visual Arts Kit for student in CPC-SD	44--California Pacific Charter - San Diego
	3/23/2023	AMAZ000--Amazon	20137001642	12.21	Office supplies- ink for postage machine	44--California Pacific Charter - San Diego
	3/23/2023	AMAZ000--Amazon	20137001643	7.14	Promotion diploma covers	44--California Pacific Charter - San Diego
	3/24/2023	ALIV001--Alive Studios LLC	101370881	5,206.68	Zoo Keeper Program for K-2	44--California Pacific Charter - San Diego
	3/24/2023	PROC000--Procopio, Cory, Hargreaves	101370882	1,378.18	Legal Services for February	44--California Pacific Charter - San Diego
	3/27/2023	SSCA001--School Services of California	101370884	473.85	March 2023-June 2023	44--California Pacific Charter - San Diego
		SSCA001--School Services of California	101370884	947.71	July 2023 - February 2024	44--California Pacific Charter - San Diego
	3/27/2023	ECCI000--ECC Imaquina LLC.	101370883	3.33	11/2023 to 3/10/2023 overage period	44--California Pacific Charter - San Diego
	3/27/2023	GRAD001--Graduation Solutions LLC	20137001647	1,182.98	Cap and gowns for graduation	44--California Pacific Charter - San Diego
	3/27/2023	GRAD001--Graduation Solutions LLC	20137001646	190.04	Graduation supplies- cords	44--California Pacific Charter - San Diego
	3/27/2023	NWEA001--NWEA	20137001648	133.14	undle price (incl . English & Spanish)	44--California Pacific Charter - San Diego
	3/27/2023	SEAS001--Carly Stone (Sea Stone Pro	20137001645	734.14	CalPac Whale Watching Field Trip	44--California Pacific Charter - San Diego
	3/28/2023	ELIZ001--Elizabeth DelConte	101370885	10.40	nte, Elizabeth CTE Conference Mileage	44--California Pacific Charter - San Diego
		ELIZ001--Elizabeth DelConte	101370885	10.01	nte, Elizabeth CTE Conference Parking	44--California Pacific Charter - San Diego
	3/28/2023	STAP001--Staples Technology Solutioi	20137001649	86.19	chnology for Ericka Zemmer- USB Hub	44--California Pacific Charter - San Diego
	3/29/2023	CHRI001--Christine Feher	20137001650	12.74	eher, Christine Board Meeting Mileage	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137001650	16.63	Admissions Meeting with D.Carbonetta	44--California Pacific Charter - San Diego
	3/30/2023	WORL000--Worldwide Express	101370886	88.24	Mailing for CPC-SD	44--California Pacific Charter - San Diego
	3/30/2023	ZOOM000--Zoom	20137001651	77.51	Zoom Storage of 5TB Difference	44--California Pacific Charter - San Diego
3/30/2023	AMAZ000--Amazon	20137001652	6.81	Office supplies- mailing bags	44--California Pacific Charter - San Diego	
3/30/2023	AMAZ000--Amazon	20137001653	3.90	Office supplies- pens	44--California Pacific Charter - San Diego	
3/30/2023	AMAZ000--Amazon	20137001654	33.59	Office supplies- mailing for tech	44--California Pacific Charter - San Diego	
Total for CHASE 1781				116,649.13		

Company name: California Pacific Charter - San Diego
Report name: Check register
Created on: 5/1/2023
Location: 44--California Pacific Charter - San Diego

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank	Account no: 505911781					
	4/3/2023	AZTX001--Arizona Department of Rev	Voided - 10252	0.00	Arizona Withholding Tax (Period: 09/30/2019)	44--California Pacific Charter - San Diego
	4/3/2023	AZTX001--Arizona Department of Rev	10253	1.50	Arizona Withholding Tax (Period: 09/30/2019)	44--California Pacific Charter - San Diego
	4/4/2023	ARNE001--A&R Parcel Three	0941915052TC	1,749.92	Rent for April 2023	44--California Pacific Charter - San Diego
	4/4/2023	CHAR001--Charter Impact	101370888	834.25	Payroll Services March 2023	44--California Pacific Charter - San Diego
	4/4/2023	VICT001--Victor Noguera	101370887	22.52	Noguera, Victor Board Meeting Mileage 3/7/23	44--California Pacific Charter - San Diego
	4/5/2023	RING000--RingCentral	20137001667	1,013.11	Monthly phone bill- March 2023	44--California Pacific Charter - San Diego
	4/5/2023	SCHO000--School Pathways, LLC	20137001666	502.13	Zoom Bridge Annual Subscription 12/1/2022-6/30/23	44--California Pacific Charter - San Diego
		SCHO000--School Pathways, LLC	20137001666	573.87	Zoom Bridge Annual Subscription 7/1/2023-2/28/2024	44--California Pacific Charter - San Diego
	4/5/2023	EECS000--Effectual Educational Consu	20137001664	715.00	Speech & Language Services Feb 2023	44--California Pacific Charter - San Diego
	4/5/2023	SAGE002--Sage Intacct	20137001661	1,486.63	Accounting Software Subscription 04/15/23-06/30/23	44--California Pacific Charter - San Diego
		SAGE002--Sage Intacct	20137001661	4,459.90	Accounting Software Subscription 07/01/23-04/14/24	44--California Pacific Charter - San Diego
	4/5/2023	SHAN000--Shannon Green	20137001659	23.03	CCSA Parking	44--California Pacific Charter - San Diego
		SHAN000--Shannon Green	20137001659	29.02	CCSA Mileage	44--California Pacific Charter - San Diego
	4/5/2023	WILL000--William J Howard Jr.	20137001657	50.27	Howard, Bill Board Meeting Mileage 03/07/23	44--California Pacific Charter - San Diego
	4/5/2023	JASO000--Jason D. McFaul	20137001658	5.97	McFaul, Jason Board Meeting Mileage 03/07/23	44--California Pacific Charter - San Diego
	4/11/2023	CALI003--CaliforniaChoice	101370894	60,516.68	May 2023 Medical Premiums	44--California Pacific Charter - San Diego
	4/11/2023	WORL000--Worldwide Express	101370890	388.12	Postage for CPC-SD	44--California Pacific Charter - San Diego
	4/11/2023	TIFF001--Tiffany Cozzi	101370892	22.73	Cozzi, Tiffany - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/11/2023	ALEX000--Alexis Morfin	101370891	8.48	Morfin, Alexis School Pathway Mileage	44--California Pacific Charter - San Diego
	4/11/2023	KELL001--Kelly Rocha	101370893	5.64	Rocha, Kelly - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/12/2023	MCDO001--McDougal Boehmer Foley l	101370895	230.25	Professional Services - UKG Services	44--California Pacific Charter - San Diego
	4/12/2023	JENN001--Jennifer Byus	101370898	5.77	Byus, Jennifer - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/12/2023	STAP001--Staples Technology Solutioi	20137001676	8,528.53	Technology for Staff	44--California Pacific Charter - San Diego
	4/12/2023	STAP001--Staples Technology Solutioi	20137001675	2,404.66	Technology for Staff	44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank		Account no: 505911781				
	4/12/2023	STAP001--Staples Technology Solutions	20137001678	2,508.00	Technology for School	44--California Pacific Charter - San Diego
	4/12/2023	KMED001--KM Educational Consulting	20137001674	375.41	Professional Services - March	44--California Pacific Charter - San Diego
	4/12/2023	TYLE001--Tyler Phipps	20137001673	8.42	Phipps, Tyler - School Pathways Dinner	44--California Pacific Charter - San Diego
		TYLE001--Tyler Phipps	20137001673	29.73	Phipps, Tyler - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/12/2023	DAIS002--Daisy Carlos	20137001672	7.78	Mileage for School Pathways Conference	44--California Pacific Charter - San Diego
		DAIS002--Daisy Carlos	20137001672	12.37	Mileage for Holiday Inn management meeting	44--California Pacific Charter - San Diego
		DAIS002--Daisy Carlos	20137001672	7.12	Beverages for lunch meeting	44--California Pacific Charter - San Diego
	4/12/2023	JOCE001--Jocelin Jones	20137001670	26.88	Jones, Jocelin - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/12/2023	AMAZ000--Amazon	20137001677	23.37	Keyboard for Daisy Carlos	44--California Pacific Charter - San Diego
	4/12/2023	ROMY001--Romy Fay-Mason	20137001668	19.52	Mason, Romy - Hotel Parking for School Pathways Conference	44--California Pacific Charter - San Diego
		ROMY001--Romy Fay-Mason	20137001668	5.50	Mason, Romy - 3/8 Toll Roads	44--California Pacific Charter - San Diego
		ROMY001--Romy Fay-Mason	20137001668	29.29	Mason, Romy - Office Trip 3/8/23	44--California Pacific Charter - San Diego
		ROMY001--Romy Fay-Mason	20137001668	33.22	Mason, Romy - School Pathways Mileage	44--California Pacific Charter - San Diego
		ROMY001--Romy Fay-Mason	20137001668	18.90	Mason, Romy - Dinner 3/22 & 3/23	44--California Pacific Charter - San Diego
		ROMY001--Romy Fay-Mason	20137001668	144.71	Mason, Romy - Hotel Room for School Pathways	44--California Pacific Charter - San Diego
	4/12/2023	SARA000--Sarah Diatta	20137001671	26.23	Diatta, Sarah - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/12/2023	PATR001--Patrice Aguilar	20137001669	9.40	Aguilar, Patrice - Safari Park Field Trip Breakfast and Lunch	44--California Pacific Charter - San Diego
		PATR001--Patrice Aguilar	20137001669	12.35	Aguilar, Patrice - Safari Park Field Trip Mileage	44--California Pacific Charter - San Diego
	4/13/2023	WORL000--Worldwide Express	101370899	168.06	Postage for CPC-SD	44--California Pacific Charter - San Diego
	4/13/2023	ALPH000--Alpha Vision, Inc.	101370900	126.47	April 2023- CalPac Datto Monthly Backupify G - Suite Cloud to Cloud Email and Dr	44--California Pacific Charter - San Diego
	4/13/2023	CARR001--Carrie Jamil	20137001681	5.00	Jamil, Carrie - Field Trip Parking	44--California Pacific Charter - San Diego
		CARR001--Carrie Jamil	20137001681	46.33	Jamil, Carrie - Field Trip Mileage	44--California Pacific Charter - San Diego
	4/13/2023	KATI002--Katie Hawck	20137001679	5.16	Hawck, Katie - Safari Park Field Trip Lunch	44--California Pacific Charter - San Diego
		KATI002--Katie Hawck	20137001679	35.41	Hawck, Katie - Safari Park Field Trip Mileage	44--California Pacific Charter - San Diego
		KATI002--Katie Hawck	20137001679	3.64	Hawck, Katie - Staff Badge Holders for Field Trip	44--California Pacific Charter - San Diego
	4/13/2023	GRET000--Gretchen Chamberlain	20137001680	43.61	Chamberlain, Gretchen - Mileage for Office trip and School Pathways Conference	44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank		Account no: 505911781				
	4/13/2023	DANI001--Danielle Carbonetta	20137001682	12.72	Carbonetta, Danielle - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/14/2023	BERK000--Berkshire Hathaway	1048802042TC	5,572.59	Workers Comp March 2023	44--California Pacific Charter - San Diego
	4/14/2023	IRON000--Iron Mountain	20137001684	139.01	Service Charges for March 2023	44--California Pacific Charter - San Diego
	4/14/2023	CHRI001--Christine Feher	20137001685	15.26	Feher, Christine - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/17/2023	AZTX001--Arizona Department of Rev	Voided - 10137077	-4.67	Arizona Withholding Tax (Period: 09/30/2019)	44--California Pacific Charter - San Diego
	4/20/2023	DAIS001--Daisuke Nishikawa	101370907	4.41	Nishikawa, Daisuke - School Pathways Mileage	44--California Pacific Charter - San Diego
	4/20/2023	TSWT000--TSW Therapy, Inc.	20137001690	1,168.75	OT SERVICES MARCH 2023	44--California Pacific Charter - San Diego
	4/20/2023	SCHO000--School Pathways, LLC	20137001692	47.40	Buzz Subscription True Ups Jan - March 2023	44--California Pacific Charter - San Diego
	4/20/2023	YMCL000--Law Offices of Youna, Minn	101370905	697.93	Legal Services for March 2023	44--California Pacific Charter - San Diego
	4/20/2023	PART000--Partners in Special Educatic	101370901	260.00	OCCUPATION THERAPY	44--California Pacific Charter - San Diego
		PART000--Partners in Special Educatic	101370901	162.50	SCHOOL PSYCHOLOGIST	44--California Pacific Charter - San Diego
	4/20/2023	WORL000--Worldwide Express	101370904	108.83	Shipping for CPC-SD	44--California Pacific Charter - San Diego
	4/21/2023	HOLI001--Holiday Inn	101370908	132.64	Conference Room Rental for May 9 Board Meeting	44--California Pacific Charter - San Diego
	4/24/2023	SHIR000--Shirley Peterson	1014249701	200.00	APRIL 2023 Board Stipends - SP	44--California Pacific Charter - San Diego
	4/24/2023	KELL000--Kelly Wylie	1014249700	200.00	APRIL 2023 Board Stipends - KW	44--California Pacific Charter - San Diego
	4/24/2023	TANY001--Tanya Rogers	1014249704	150.00	APR Dir. Eval. Comm. 2023 Board Stipends - TR	44--California Pacific Charter - San Diego
		TANY001--Tanya Rogers	1014249704	200.00	APRIL 2023 Board Stipends - TR	44--California Pacific Charter - San Diego
	4/24/2023	WILL000--William J Howard Jr.	1014249698	200.00	APRIL 2023 Board Stipends - WH	44--California Pacific Charter - San Diego
		WILL000--William J Howard Jr.	1014249698	150.00	APR Dir. Eval. Comm. 2023 Board Stipends - WH	44--California Pacific Charter - San Diego
	4/24/2023	JASO000--Jason D. McFaul	1014249699	200.00	APRIL 2023 Board Stipends - JM	44--California Pacific Charter - San Diego
	4/24/2023	WORL000--Worldwide Express	101370909	158.88	Postage for CPC-SD	44--California Pacific Charter - San Diego
	4/24/2023	METL001--MetLife Small Business Cen	20137001697	536.41	May Insurance Payment	44--California Pacific Charter - San Diego
	4/25/2023	PART000--Partners in Special Educatic	101370911	552.50	SPED SVC'S FEB 2023	44--California Pacific Charter - San Diego
	4/26/2023	RENA001--Renaissance Learning, Inc.	20137001704	1,763.46	Subscription Renewal 2023-2024	44--California Pacific Charter - San Diego
	4/26/2023	ZOOM000--Zoom	20137001706	166.85	Zoom Cloud Recording 5TB Fee 4/8/23-5/8/23	44--California Pacific Charter - San Diego
	4/26/2023	STAP001--Staples Technology Solutioi	20137001701	267.42	Student chromebook for SD (backorder from Feb)	44--California Pacific Charter - San Diego

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CHASE 1781 - Chase Bank	4/26/2023	EECS000--Effectual Educational Consu	20137001700	32.50	SPEECH & LANGUAGE SVC'S MAR 2023	44--California Pacific Charter - San Diego
	4/27/2023	PROC000--Procopio, Cory, Hargreaves	101370915	1,824.39	Legal Services for March 2023	44--California Pacific Charter - San Diego
	4/27/2023	PROC000--Procopio, Cory, Hargreaves	101370916	174.72	Legal Services for March 2023	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001711	145.44	Apple accessories for staff iPads	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001716	37.96	Testing supplies for students in all scopes	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001719	35.95	External Hard Drive Portable HDD for office	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001720	35.79	External Hard drive for office	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001714	15.88	Office supplies	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001717	10.47	Office supplies	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001718	9.70	Office supplies	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001721	9.59	Office supplies- mailing envelopes	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001713	3.94	Office supplies	44--California Pacific Charter - San Diego
	4/27/2023	AMAZ000--Amazon	20137001712	2.84	Office supplies	44--California Pacific Charter - San Diego
	4/27/2023	PARE000--ParentSquare Inc.	20137001709	166.51	ParentSquare User Conference Registration 10/10-11/23 - Katherine Hawck	44--California Pacific Charter - San Diego
	4/27/2023	PARE000--ParentSquare Inc.	20137001710	166.51	ParentSquare User Conference Registration 10/10-11/23 - Jane Wilson	44--California Pacific Charter - San Diego
	4/27/2023	PARE000--ParentSquare Inc.	20137001708	166.51	ParentSquare User Conference Registration 10/10-11/23 - Alexis Morfin	44--California Pacific Charter - San Diego
	4/28/2023	CHRI001--Christine Feher	20137001722	6.34	LBG Parking for ACCS	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137001722	85.01	Staff Building SPED In-Person Workshop (March 2023)	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137001722	8.44	LBG Mileage for ACCS	44--California Pacific Charter - San Diego
		CHRI001--Christine Feher	20137001722	14.75	Meals for ACCS Meeting	44--California Pacific Charter - San Diego
	CHRI001--Christine Feher	20137001722	159.50	Southwest Flight to ACCS Meeting	44--California Pacific Charter - San Diego	
	CHRI001--Christine Feher	20137001722	111.81	Dinner - SPED In-Person Workshop (March 2023)	44--California Pacific Charter - San Diego	
	CHRI001--Christine Feher	20137001722	26.88	Mileage - SPED In-Person Workshop (March 2023)	44--California Pacific Charter - San Diego	
Total for CHASE 1781				103,624.18		

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CHASE 1781 - Ch	Account no: 505911781					
	3/1/2023	AMAZ000--Amazon	20137001576	28.19	Supplies for students in all scopes	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001578	40.60	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001571	40.09	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001553	40.23	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001546	40.09	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001551	40.00	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001549	39.86	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	DOCU001--DocuSign Inc. DOCU001--DocuSign Inc.	20137001538 20137001538	1,339.34 956.68	Service from 01-JUL-23 to 29-Jan-24 Service from 30-Jan-23 to 30-JUN-23	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/1/2023	EECS000--Effectual Educational Consu	20137001540	632.50	ADAPTIVE PE SVCS JAN 2023 CPC-SO	95--California Pacific Charter - Sonoma
	3/1/2023	PITN000--Pitney Bowes Global Financi	20137001562	32.47	Postage machine lease- February 2023	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001559	16.59	Office supplies- boxes	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001560	14.38	Office supplies- labels	95--California Pacific Charter - Sonoma
	3/1/2023	AMAZ000--Amazon	20137001555	40.41	Visual Arts kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001600	58.25	Office supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001607	32.40	supplies from Ergonomic Assessments	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001603	16.69	School Mailing Supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001599	16.23	Office supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001605	8.45	Office Supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001602	29.24	SPED Supplies for a student in CPC-SO	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001601	3.88	Office supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001606	2.47	Office Supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001604	1.05	Office supplies	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001595	22.38	Enrichment kit for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001592	4.62	Computer charger for Erin Rineberg	95--California Pacific Charter - Sonoma
	3/2/2023	AMAZ000--Amazon	20137001591	4.45	Computer adapter for Jill Tanner	95--California Pacific Charter - Sonoma
	3/6/2023	ARNE001--A&R Parcel Three	0655110587TC	858.97	Rent for March 2023	95--California Pacific Charter - Sonoma
	3/9/2023	PROC000--Procopio, Cory, Hargreaves	101370864	900.95	Legal Services for January	95--California Pacific Charter - Sonoma
	3/9/2023	PROC000--Procopio, Cory, Hargreaves	101370863	204.67	Legal Services for January	95--California Pacific Charter - Sonoma

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CHASE 1781 - Ch	Account no: 505911781					
	3/9/2023	BASS002--Anqela Lynn Bass	101370866	110.57	oy Professional Development Feb 2023	95--California Pacific Charter - Sonoma
	3/9/2023	BASS001--Wendell M. Bass Jr.	101370867	62.37	oy Professional Development Feb 2023	95--California Pacific Charter - Sonoma
	3/9/2023	ALPH000--Alpha Vision, Inc.	101370865	62.08	G - Suite Cloud to Cloud Email and Dr	95--California Pacific Charter - Sonoma
	3/9/2023	ALLS001--All Systems Go!	101370858	219.62	Marketing for February 2023	95--California Pacific Charter - Sonoma
	3/9/2023	WORL000--Worldwide Express	101370859	148.53	Postage for CPC-SO	95--California Pacific Charter - Sonoma
	3/9/2023	DELA000--De Laae Landen Financial S	101370860	56.55	Copier Lease for March 2023	95--California Pacific Charter - Sonoma
	3/9/2023	WORL000--Worldwide Express	101370862	27.19	Postage for CPC-SO	95--California Pacific Charter - Sonoma
	3/9/2023	CHAR001--Charter Impact	101370856	409.50	& Retirement Services February 2023	95--California Pacific Charter - Sonoma
	3/10/2023	PATX001--Pennsylvania Department of Labor & Industry		201.80	Pennsylvania 2022 Q2 and Q3 Reports	95--California Pacific Charter - Sonoma
	3/10/2023	INFI001--Infinity Kids	101370870	650.00	PT Services February CPC-SD	95--California Pacific Charter - Sonoma
	3/10/2023	UKG0001--UKG	20137001618	1,638.00	Payroll One-Time Implementation Fee	95--California Pacific Charter - Sonoma
	3/10/2023	RING000--RingCentral	20137001616	504.05	Monthly phone bill- February 2023	95--California Pacific Charter - Sonoma
	3/10/2023	IRON000--Iron Mountain	20137001617	67.00	Storage/Service for February 2023	95--California Pacific Charter - Sonoma
	3/10/2023	UNPL001--Unplua Studio LLC	20137001615	50.00	Hosting and Maintenance- March 2023	95--California Pacific Charter - Sonoma
	3/10/2023	KMED001--KM Educational Consulting	20137001614	110.57	Professional Services - February 2023	95--California Pacific Charter - Sonoma
	3/10/2023	BUCH001--Buchalter	20137001611	203.28	Legal Services for January	95--California Pacific Charter - Sonoma
	3/10/2023	BUCH001--Buchalter	20137001610	9.75	Legal Services for January	95--California Pacific Charter - Sonoma
	3/13/2023	AMAZ000--Amazon	20137001625	16.24	supplies: Ink for our postage machine	95--California Pacific Charter - Sonoma
	3/13/2023	AMAZ000--Amazon	20137001622	8.39	Office supplies	95--California Pacific Charter - Sonoma
	3/13/2023	AMAZ000--Amazon	20137001626	6.17	Book for Admin- Christine Feher	95--California Pacific Charter - Sonoma
	3/13/2023	AMAZ000--Amazon	20137001621	8.50	Book for SPED in CPC-SO	95--California Pacific Charter - Sonoma
	3/13/2023	AMAZ000--Amazon	20137001624	8.44	SPED instruction for student in CPC-SO	95--California Pacific Charter - Sonoma
	3/17/2023	PROC000--Procopio, Cory, Harqreaves	101370871	728.42	Legal fees from 2022	95--California Pacific Charter - Sonoma
	3/17/2023	PROC000--Procopio, Cory, Harqreaves	Voided - 10137082	-728.42	Legal fees from 2022	95--California Pacific Charter - Sonoma
	3/20/2023	WORL000--Worldwide Express	101370876	124.57	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	3/20/2023	KAJE000--Kajeet, Inc	101370877	25.69	Kajeet Public Sector Unlimited Plan	95--California Pacific Charter - Sonoma
	3/20/2023	TEAC003--TeachTown	101370874	62.88	SPED software/curriculum	95--California Pacific Charter - Sonoma
	3/20/2023	WORL000--Worldwide Express	101370875	29.52	Postage for CPC-SO	95--California Pacific Charter - Sonoma

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CHASE 1781 - Ch	Account no: 505911781					
	3/20/2023	MCDO001--McDougal Boehmer Foley I	101370873	9.83	Legal Services - Jan 2023	95--California Pacific Charter - Sonoma
	3/21/2023	ECCI000--ECC Imaging LLC.	101370878	2.98	Freight for Copier Toner	95--California Pacific Charter - Sonoma
	3/21/2023	CARL001--Carly Caprio CARL001--Carly Caprio	20137001635 20137001635	15.07 75.00	Caprio, Carly - Mileage Field Trip Caprio, Carly - Field Trip Tickets	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/21/2023	DAIS002--Daisy Carlos DAIS002--Daisy Carlos	20137001634 20137001634	3.43 5.14	t, Daisy - Board Meeting refreshments Carlos, Daisy - Mileage Board Meeting	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/21/2023	JILLT001--Jill Tanner	20137001636	4.11	SACS REPORTING WORKING LUNCH	95--California Pacific Charter - Sonoma
	3/21/2023	SARA000--Sarah Diatta	20137001633	4.10	Counselor Appreciation Week Lunch	95--California Pacific Charter - Sonoma
	3/21/2023	SHAN000--Shannon Green	20137001632	2.54	Accounting Team Lunch	95--California Pacific Charter - Sonoma
	3/21/2023	SEAS001--Carly Stone (Sea Stone Pro	20137001630	487.31	Video Post - Production for Field Trip	95--California Pacific Charter - Sonoma
	3/21/2023	ZOOM000--Zoom	20137001629	164.54	Audio Recording for Feb 2023 - Mar 2023	95--California Pacific Charter - Sonoma
	3/21/2023	ZOOM000--Zoom	20137001628	145.29	Audio Recording for Jan 2023 - Feb 2023	95--California Pacific Charter - Sonoma
	3/21/2023	ZOOM000--Zoom	20137001627	8.00	Zoom license for new staff member	95--California Pacific Charter - Sonoma
	3/22/2023	PARS000--Parsec Education, Inc. PARS000--Parsec Education, Inc.	101370880 101370880	327.60 81.90	Annual Maintenance Fee 4/1/23-6/30/24 Annual Maintenance Fee 4/1/23-6/30/24	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/22/2023	EMHS000--EMH Sports USA, Inc.	101370879	380.00	APE SVCS - CPC - SO	95--California Pacific Charter - Sonoma
	3/23/2023	JASO000--Jason D. McFaul	1011762625	200.00	MARCH 2023 Board Stipends - JM	95--California Pacific Charter - Sonoma
	3/23/2023	WILL000--William J Howard Jr. WILL000--William J Howard Jr.	1011762626 1011762626	150.00 200.00	Annual Comm. 2023 Board Stipends - WH MARCH 2023 Board Stipends - WH	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/23/2023	TANY001--Tanya Rogers TANY001--Tanya Rogers	1011762629 1011762629	150.00 200.00	Annual Comm. 2023 Board Stipends - TR MARCH 2023 Board Stipends - TR	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/23/2023	KELL000--Kelly Wylie	1011762628	200.00	MARCH 2023 Board Stipends - KW	95--California Pacific Charter - Sonoma
	3/23/2023	SHIR000--Shirley Peterson	1011762627	200.00	BOD 03-23-2023 (\$600.00) SP	95--California Pacific Charter - Sonoma
	3/23/2023	AMAZ000--Amazon	20137001641	49.12	Office supplies for shipping	95--California Pacific Charter - Sonoma
	3/23/2023	AMAZ000--Amazon	20137001642	5.99	Office supplies- ink for postage machine	95--California Pacific Charter - Sonoma
	3/23/2023	AMAZ000--Amazon	20137001643	3.50	Promotion diploma covers	95--California Pacific Charter - Sonoma
	3/24/2023	ALIV001--Alive Studios LLC	101370881	2,555.76	Zoo Keeper Program for K-2	95--California Pacific Charter - Sonoma
	3/24/2023	PROC000--Procopio, Cory, Hargreaves	101370882	676.49	Legal Services for February	95--California Pacific Charter - Sonoma
	3/27/2023	SSCA001--School Services of California SSCA001--School Services of California	101370884 101370884	465.19 232.60	July 2023 - February 2024 March 2023-June 2023	95--California Pacific Charter - Sonoma 95--California Pacific Charter - Sonoma
	3/27/2023	ECCI000--ECC Imaging LLC.	101370883	1.64	11/2023 to 3/10/2023 overage period	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 4/4/2023
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Ch	Account no: 505911781					
	3/27/2023	GRAD001--Graduation Solutions LLC	20137001647	580.67	Cap and gowns for graduation	95--California Pacific Charter - Sonoma
	3/27/2023	GRAD001--Graduation Solutions LLC	20137001646	93.28	Graduation supplies- cords	95--California Pacific Charter - Sonoma
	3/27/2023	NWEA001--NWEA	20137001648	65.36	undle price (incl . English & Spanish)	95--California Pacific Charter - Sonoma
	3/27/2023	SEAS001--Carly Stone (Sea Stone Pro	20137001645	360.36	CalPac Whale Watching Field Trip	95--California Pacific Charter - Sonoma
	3/28/2023	ELIZ001--Elizabeth DelConte	101370885	4.91	nte, Elizabeth CTE Conference Parking	95--California Pacific Charter - Sonoma
		ELIZ001--Elizabeth DelConte	101370885	5.11	nte, Elizabeth CTE Conference Mileage	95--California Pacific Charter - Sonoma
	3/29/2023	CHRI001--Christine Feher	20137001650	8.17	Admissions Meeting with D.Carbonetta	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001650	6.26	eher, Christine Board Meeting Mileage	95--California Pacific Charter - Sonoma
	3/30/2023	WORL000--Worldwide Express	101370886	36.66	Mailing for CPC-SO	95--California Pacific Charter - Sonoma
	3/30/2023	ZOOM000--Zoom	20137001651	38.04	Zoom Storage of 5TB Difference	95--California Pacific Charter - Sonoma
	3/30/2023	AMAZ000--Amazon	20137001652	3.34	Office supplies- mailing bags	95--California Pacific Charter - Sonoma
	3/30/2023	AMAZ000--Amazon	20137001653	1.91	Office supplies- pens	95--California Pacific Charter - Sonoma
	3/30/2023	AMAZ000--Amazon	20137001654	16.48	Office supplies- mailing for tech	95--California Pacific Charter - Sonoma
	3/31/2023	SCHO000--School Pathways, LLC	20137001655	400.00	'0-187 students) 7/1/2023-2/28/2024	95--California Pacific Charter - Sonoma
		SCHO000--School Pathways, LLC	20137001655	350.00	(0-187 students) 12/1/2022-6/30/23	95--California Pacific Charter - Sonoma
Total for CHASE 1781				19,265.07		

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 5/1/2023
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank	4/3/2023	AZTX001--Arizona Department of Rev	Voided - 10252	0.00	Arizona Withholding Tax (Period: 09/30/2019)	95--California Pacific Charter - Sonoma
	4/3/2023	AZTX001--Arizona Department of Rev	10253	0.74	Arizona Withholding Tax (Period: 09/30/2019)	95--California Pacific Charter - Sonoma
	4/4/2023	ARNE001--A&R Parcel Three	0941915052TC	858.97	Rent for April 2023	95--California Pacific Charter - Sonoma
	4/4/2023	CHAR001--Charter Impact	101370888	409.50	Payroll Services March 2023	95--California Pacific Charter - Sonoma
	4/4/2023	VICT001--Victor Nogueta	101370887	11.05	Nogueta, Victor Board Meeting Mileage 3/7/23	95--California Pacific Charter - Sonoma
	4/5/2023	RING000--RingCentral	20137001667	497.29	Monthly phone bill- March 2023	95--California Pacific Charter - Sonoma
	4/5/2023	SAGE002--Sage Intacct	20137001661	729.73	Accounting Software Subscription 04/15/23-06/30/23	95--California Pacific Charter - Sonoma
		SAGE002--Sage Intacct	20137001661	2,189.19	Accounting Software Subscription 07/01/23-04/14/24	95--California Pacific Charter - Sonoma
	4/5/2023	SHAN000--Shannon Green	20137001659	11.30	CCSA Parking	95--California Pacific Charter - Sonoma
		SHAN000--Shannon Green	20137001659	14.25	CCSA Mileage	95--California Pacific Charter - Sonoma
	4/5/2023	WILL000--William J Howard Jr.	20137001657	24.68	Howard, Bill Board Meeting Mileage 03/07/23	95--California Pacific Charter - Sonoma
	4/5/2023	JASO000--Jason D. McFaul	20137001658	2.93	McFaul, Jason Board Meeting Mileage 03/07/23	95--California Pacific Charter - Sonoma
	4/11/2023	TIFF001--Tiffany Cozzi	101370892	11.16	Cozzi, Tiffany - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/11/2023	ALEX000--Alexis Morfin	101370891	4.16	Morfin, Alexis School Pathway Mileage	95--California Pacific Charter - Sonoma
	4/11/2023	KELL001--Kelly Rocha	101370893	2.77	Rocha, Kelly - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/12/2023	MCDO001--McDougal Boehmer Foley	101370895	113.02	Professional Services - UKG Services	95--California Pacific Charter - Sonoma
	4/12/2023	JENN001--Jennifer Byus	101370898	2.83	Byus, Jennifer - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/12/2023	STAP001--Staples Technology Solutio	20137001676	8,528.53	Technology for Staff	95--California Pacific Charter - Sonoma
	4/12/2023	STAP001--Staples Technology Solutio	20137001675	2,404.65	Technology for Staff	95--California Pacific Charter - Sonoma
	4/12/2023	KMED001--KM Educational Consulting	20137001674	184.28	Professional Services - March	95--California Pacific Charter - Sonoma
	4/12/2023	TYLE001--Tyler Phipps	20137001673	14.59	Phipps, Tyler - School Pathways Mileage	95--California Pacific Charter - Sonoma
		TYLE001--Tyler Phipps	20137001673	4.13	Phipps, Tyler - School Pathways Dinner	95--California Pacific Charter - Sonoma
	4/12/2023	DAIS002--Daisy Carlos	20137001672	3.49	Beverages for lunch meeting	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 5/1/2023
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Chase Bank		Account no: 505911781				
		DAIS002--Daisy Carlos	20137001672	3.82	Mileage for School Pathways Conference	95--California Pacific Charter - Sonoma
		DAIS002--Daisy Carlos	20137001672	6.07	Mileage for Holiday Inn management meeting	95--California Pacific Charter - Sonoma
	4/12/2023	JOCE001--Jocelin Jones	20137001670	13.20	Jones, Jocelin - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/12/2023	AMAZ000--Amazon	20137001677	11.47	Keyboard for Daisy Carlos	95--California Pacific Charter - Sonoma
	4/12/2023	ROMY001--Romy Fay-Mason	20137001668	16.31	Mason, Romy - School Pathways Mileage	95--California Pacific Charter - Sonoma
		ROMY001--Romy Fay-Mason	20137001668	14.38	Mason, Romy - Office Trip 3/8/23	95--California Pacific Charter - Sonoma
		ROMY001--Romy Fay-Mason	20137001668	2.70	Mason, Romy - 3/8 Toll Roads	95--California Pacific Charter - Sonoma
		ROMY001--Romy Fay-Mason	20137001668	9.59	Mason, Romy - Hotel Parking for School Pathways Conference	95--California Pacific Charter - Sonoma
		ROMY001--Romy Fay-Mason	20137001668	71.03	Mason, Romy - Hotel Room for School Pathways	95--California Pacific Charter - Sonoma
		ROMY001--Romy Fay-Mason	20137001668	9.27	Mason, Romy - Dinner 3/22 & 3/23	95--California Pacific Charter - Sonoma
	4/12/2023	SARA000--Sarah Diatta	20137001671	12.87	Diatta, Sarah - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/12/2023	PATR001--Patrice Aguilar	20137001669	4.61	Aguilar, Patrice - Safari Park Field Trip Breakfast and Lunch	95--California Pacific Charter - Sonoma
		PATR001--Patrice Aguilar	20137001669	6.06	Aguilar, Patrice - Safari Park Field Trip Mileage	95--California Pacific Charter - Sonoma
	4/13/2023	ALPH000--Alpha Vision, Inc.	101370900	62.08	April 2023- CalPac Datto Monthly Backupify G - Suite Cloud to Cloud Email and Dr	95--California Pacific Charter - Sonoma
	4/13/2023	CARR001--Carrie Jamil	20137001681	2.46	Jamil, Carrie - Field Trip Parking	95--California Pacific Charter - Sonoma
		CARR001--Carrie Jamil	20137001681	22.75	Jamil, Carrie - Field Trip Mileage	95--California Pacific Charter - Sonoma
	4/13/2023	KATI002--Katie Hawck	20137001679	17.38	Hawck, Katie - Safari Park Field Trip Mileage	95--California Pacific Charter - Sonoma
		KATI002--Katie Hawck	20137001679	2.53	Hawck, Katie - Safari Park Field Trip Lunch	95--California Pacific Charter - Sonoma
		KATI002--Katie Hawck	20137001679	1.79	Hawck, Katie - Staff Badge Holders for Field Trip	95--California Pacific Charter - Sonoma
	4/13/2023	GRET000--Gretchen Chamberlain	20137001680	21.40	Chamberlain, Gretchen - Mileage for Office trip and School Pathways Conference	95--California Pacific Charter - Sonoma
	4/13/2023	DANI001--Danielle Carbonetta	20137001682	6.24	Carbonetta, Danielle - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/14/2023	EECS000--Effectual Educational Consu	20137001683	460.00	ADAPTIVE PE SERVICES FEB	95--California Pacific Charter - Sonoma
	4/14/2023	IRON000--Iron Mountain	20137001684	68.23	Service Charges for March 2023	95--California Pacific Charter - Sonoma
	4/14/2023	CHRI001--Christine Feher	20137001685	7.49	Feher, Christine - School Pathways Mileage	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 5/1/2023
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	Amount applied	Memo	Location
CHASE 1781 - Chase Bank		Account no: 505911781				
	4/17/2023	AZTX001--Arizona Department of Rev	Voided - 10137077	-2.29	Arizona Withholding Tax (Period: 09/30/2019)	95--California Pacific Charter - Sonoma
	4/20/2023	DAIS001--Daisuke Nishikawa	101370907	2.17	Nishikawa, Daisuke - School Pathways Mileage	95--California Pacific Charter - Sonoma
	4/20/2023	PART000--Partners in Special Educatic	101370903	195.00	OT IEP MEETING FEB 2023	95--California Pacific Charter - Sonoma
	4/20/2023	UNPL001--Unplug Studio LLC	20137001687	50.00	Hosting and Maintenance CalPacSO - April 2023	95--California Pacific Charter - Sonoma
	4/20/2023	SCHO000--School Pathways, LLC	20137001693	45.91	Edgenuity & Buzz Subscription True Ups Jan - March 2023	95--California Pacific Charter - Sonoma
	4/20/2023	YMCL000--Law Offices of Young, Minn	101370905	342.59	Legal Services for March 2023	95--California Pacific Charter - Sonoma
	4/20/2023	PART000--Partners in Special Educatic	101370902	1,332.50	OT SERVICES JANUARY 2023	95--California Pacific Charter - Sonoma
	4/20/2023	WORL000--Worldwide Express	101370904	65.32	Shipping for CPC-SO	95--California Pacific Charter - Sonoma
	4/21/2023	HOLI001--Holiday Inn	101370908	65.11	Conference Room Rental for May 9 Board Meeting	95--California Pacific Charter - Sonoma
	4/24/2023	SHIR000--Shirley Peterson	1014249701	200.00	APRIL 2023 Board Stipends - SP	95--California Pacific Charter - Sonoma
	4/24/2023	KELL000--Kelly Wylie	1014249700	200.00	APRIL 2023 Board Stipends - KW	95--California Pacific Charter - Sonoma
	4/24/2023	TANY001--Tanya Rogers	1014249704	200.00	APRIL 2023 Board Stipends - TR	95--California Pacific Charter - Sonoma
		TANY001--Tanya Rogers	1014249704	150.00	APR Dir. Eval. Comm. 2023 Board Stipends - TR	95--California Pacific Charter - Sonoma
	4/24/2023	WILL000--William J Howard Jr.	1014249698	150.00	APR Dir. Eval. Comm. 2023 Board Stipends - WH	95--California Pacific Charter - Sonoma
		WILL000--William J Howard Jr.	1014249698	200.00	APRIL 2023 Board Stipends - WH	95--California Pacific Charter - Sonoma
	4/24/2023	JASO000--Jason D. McFaul	1014249699	200.00	APRIL 2023 Board Stipends - JM	95--California Pacific Charter - Sonoma
	4/24/2023	WORL000--Worldwide Express	101370909	201.99	Postage for CPC-SO	95--California Pacific Charter - Sonoma
	4/25/2023	EMHS000--EMH Sports USA, Inc.	101370913	475.00	ADAPTIVE PE SERVICES FEB	95--California Pacific Charter - Sonoma
	4/25/2023	INFI001--Infinity Kids	101370912	585.00	PT SERVICES MARCH 2023	95--California Pacific Charter - Sonoma
	4/26/2023	SONO000--Sonoma County Office of E	101370914	1,200.00	Financial System Svc Fee (IT Services) 2021-22	95--California Pacific Charter - Sonoma
	4/26/2023	RENA001--Renaissance Learning, Inc.	20137001704	865.61	Subscription Renewal 2023-2024	95--California Pacific Charter - Sonoma
	4/26/2023	ZOOM000--Zoom	20137001706	81.90	Zoom Cloud Recording 5TB Fee 4/8/23-5/8/23	95--California Pacific Charter - Sonoma
	4/26/2023	EECS000--Effectual Educational Consl	20137001698	402.50	ADAPTIVE PE SVC'S MAR 2023	95--California Pacific Charter - Sonoma
	4/27/2023	PROC000--Procopio, Cory, Hargreaves	101370915	895.52	Legal Services for March 2023	95--California Pacific Charter - Sonoma

Company name: California Pacific Charter - Sonoma
Report name: Check register
Created on: 5/1/2023
Location: 95--California Pacific Charter - Sonoma

Bank	Date	Vendor	Document no.	mount applied	Memo	Location
CHASE 1781 - Chase Bank		Account no: 505911781				
	4/27/2023	PROC000--Procopio, Cory, Hargreaves	101370916	85.77	Legal Services for March 2023	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001716	18.63	Testing supplies for students in all scopes	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001719	17.65	External Hard Drive Portable HDD for office	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001720	17.57	External Hard drive for office	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001714	7.80	Office supplies	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001715	47.16	Headphones for CAASPP accommodations: students in CPC-SO	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001717	5.14	Office supplies	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001718	4.76	Office supplies	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001721	4.70	Office supplies- mailing envelopes	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001713	1.93	Office supplies	95--California Pacific Charter - Sonoma
	4/27/2023	AMAZ000--Amazon	20137001712	1.40	Office supplies	95--California Pacific Charter - Sonoma
	4/27/2023	PARE000--ParentSquare Inc.	20137001709	81.74	ParentSquare User Conference Registration 10/10-11/23 - Katherine Hawck	95--California Pacific Charter - Sonoma
	4/27/2023	PARE000--ParentSquare Inc.	20137001710	81.74	ParentSquare User Conference Registration 10/10-11/23 - Jane Wilson	95--California Pacific Charter - Sonoma
	4/27/2023	PARE000--ParentSquare Inc.	20137001708	81.74	ParentSquare User Conference Registration 10/10-11/23 - Alexis Morfin	95--California Pacific Charter - Sonoma
	4/28/2023	CHRI001--Christine Feher	20137001722	7.24	Meals for ACCS Meeting	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001722	3.11	LBG Parking for ACCS	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001722	13.20	Mileage - SPED In-Person Workshop (March 2023)	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001722	54.88	Dinner - SPED In-Person Workshop (March 2023)	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001722	78.29	Southwest Flight to ACCS Meeting	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001722	4.14	LBG Mileage for ACCS	95--California Pacific Charter - Sonoma
		CHRI001--Christine Feher	20137001722	41.73	Staff Building SPED In-Person Workshop (March 2023)	95--California Pacific Charter - Sonoma
Total for CHASE 1781				25,641.12		



JPMORGAN CHASE BANK NA
 PO BOX 15918
 MAIL SUITE DE1-1404
 WILMINGTON DE 19850

ACCOUNT NUMBER	5563 7579 0010 0937
PAYMENT DUE DATE	04/25/2023
AMOUNT DUE	\$32,630.79
CURRENT BALANCE	\$32,630.79

Remit To: JPMORGAN CHASE BANK NA
 P.O. BOX 4475
 CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED \$

CALIFORNIA PACIFIC
 SHANNON GREEN
 4101 BIRCH STREET
 SUITE 150
 NEWPORT BEACH CA 92660-2236

** 0000000

556375790010093703263079032630790

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALIFORNIA PACIFIC
 ACCOUNT NUMBER: 5563757900100937

CLOSING DATE 03-31-23
 CREDIT LIMIT 100,000
 AVAILABLE CREDIT 67,369

FOR CUSTOMER SERVICE CALL:
 1-800-316-6056
 FOR TTY/TDD SERVICE CALL:
 1-800-955-8060

SEND BILLING INQUIRIES TO:
 JPMORGAN CHASE BANK NA
 COMMERCIAL CARD SOLUTIONS
 P.O. BOX 2015
 MAIL SUITE IL1-6225
 ELGIN, IL 60121

PREVIOUS BALANCE	26,499.46
PURCHASES AND OTHER CHARGES	32,630.79
CASH ADVANCES	.00
CREDITS	.00
PAYMENTS	26,499.46-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	32,630.79
TOTAL PAYMENT DUE	32,630.79
DISPUTED AMOUNT	.00

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

COMMERCIAL ACCOUNT ACTIVITY

CALIFORNIA PACIFIC
5563-7579-0010-0937

TOTAL COMMERCIAL ACTIVITY
\$26,499.46CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-27		AUTO PAYMENT DEDUCTION	26,499.46 CR

INDIVIDUAL CARDHOLDER ACTIVITY

ALEXIS MORFIN
5563-7500-4480-5891

CREDITS
\$0.00

PURCHASES
\$13,121.95

CASH ADV
\$0.00

TOTAL ACTIVITY
\$13,121.95

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-01	02-28	82305093060000004487213	STAMPLI FOR 2-2023 MOUNTAIN VIEW CA	1,289.80
03-06	03-03	82711163062000017357392	FLOCABULARY BROOKLYN NY	138.00
03-08	03-07	55429503066717837823004	ADOBE *ACROPRO SUBS 4085366000 CA P.O.S.: DB1EC35D SALES TAX: 0.00	209.38
03-13	03-10	55429503070852912470092	PAYPAL *TABEEKMED 4029357733 CA P.O.S.: 91247009 SALES TAX: 0.00	37.94
03-14	03-13	15270213072001103513074	CSFSTORE.ORG SAN FRANCISCO CA	354.85
03-20	03-18	55432863077201595348348	IXL FAMILY SUBSCRIPT 650-372-4040 CA	159.00
03-20	03-19	55432863078201954921775	MYFAX SERVICE 866-563-9212 CA	25.00
03-20	03-19	55432863078201954922955	MYFAX SERVICE 866-563-9212 CA	12.00
03-20	03-17	82711163077000000415440	COWRITER VOLO IL	4.99
03-22	03-21	823050930800000011985205	HEALTHY FOOTPRINTS ADV SAN FRANCISCO CA	894.00
03-27	03-26	02682633086910003045248	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M40747027870 SALES TAX: 0.00	500.00
03-27	03-26	02682633086910037001704	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M87374139646 SALES TAX: 0.00	500.00
03-27	03-25	15270213084000214945858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-27	03-24	55432863083203394147667	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Qu34zt SALES TAX: 0.00	500.00
03-28	03-27	55432863086204262762519	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QyTti6 SALES TAX: 0.00	500.00
03-29	03-28	02682633088910001064314	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M34761941643 SALES TAX: 0.00	500.00
03-29	03-29	55432863088204658902842	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QBc7fC SALES TAX: 0.00	500.00
03-30	03-27	05410193088069900878832	FEDEX OFFICE 800000836 PLANO TX P.O.S.: 3216167994270213 SALES TAX: 1.02	12.02
03-30	03-30	15270213088002001035857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-30	03-28	55207393088000087280045	CITY OF COSTA MESA COSTA MESA CA	204.00
03-31	03-30	55432863089205173111941	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QDFu4r SALES TAX: 0.00	500.00
03-31	03-30	82711163089000011688775	YOUNG, MINNEY & CORR SACRAMENTO CA	125.00
Total Purchasing Activity				\$7,965.98

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-08	03-06	05410193066741934358454	FEDEX 395393435845 MEMPHIS TN P.O.S.: 395393435845 SALES TAX: 0.00	17.15
03-08	03-06	52704873066708546860718	HOLIDAY INN DIAMOND BA 9098605440 CA 12089938 ARRIVAL: 03-06-23	397.49
03-13	03-09	85180893069980176515346	CATTLEMENS SANTA ROSA CA P.O.S.: 200179413101 SALES TAX: 0.00	350.00
03-17	03-15	05410193075741400076241	FEDEX 395740007624 MEMPHIS TN P.O.S.: 395740007624 SALES TAX: 0.00	17.15
03-20	03-17	52704873077894077012965	DISNEYLAND TICKETS 7147814669 CA	3,612.00
03-20	03-17	82711163076000019784555	MEDIEVAL TIMES BUENA PARK CA	102.75
03-24	03-22	55500363082036007483833	THE EXPLORATORIUM 4153530470 CA	269.55
03-24	03-22	55500363082036007484914	THE EXPLORATORIUM 4153530470 CA	29.95
03-27	03-24	55436873083260835500768	EMBASSY HOTELS GARDEN GROVE CA 1264897 ARRIVAL: 03-22-23	20.00
03-27	03-24	55436873083260835500776	EMBASSY HOTELS GARDEN GROVE CA 1264895 ARRIVAL: 03-22-23	40.00
03-27	03-24	55436873084160848654991	EMBASSY HOTELS GARDEN GROVE CA 1264896 ARRIVAL: 03-22-23	40.00
03-27	03-24	55436873084160848655808	EMBASSY HOTELS GARDEN GROVE CA 1264898 ARRIVAL: 03-22-23	40.00
Total Travel Activity				\$4,936.04

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-01	02-28	55432863059206288494921	APPLE.COM/BILL 866-712-7753 CA	6.99
03-16	03-15	82711163074000018202395	ULTIMATE SLP FARMINGTON CT	12.95
03-30	03-30	55432863089205014669735	APPLE.COM/BILL 866-712-7753 CA	199.99
Total Miscellaneous Activity				\$219.93

CHRISTINE FEHER 5563-7501-9072-1330	CREDITS \$0.00	PURCHASES \$18,760.88	CASH ADV \$0.00	TOTAL ACTIVITY \$18,760.88
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ACCOUNTING CODE:

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-01	02-28	02682633060910000187225	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M79008560751 SALES TAX: 0.00	500.00
03-02	03-01	02682633061910001330054	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M06325023552 SALES TAX: 0.00	154.77
03-03	03-02	15270213061001836005854	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-06	03-04	02682633064910005157336	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M39772233919 SALES TAX: 0.00	500.00
03-06	03-06	15270213064002369975858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-06	03-03	55432863062207329781461	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0PY0UNz SALES TAX: 0.00	500.00
03-07	03-06	55429503065743630192208	ADOBE *STOCK 4085366000 CA P.O.S.: 546YEA03 SALES TAX: 0.00	29.99
03-07	03-06	55432863065208271985719	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Q2NPKI SALES TAX: 0.00	500.00
03-07	03-07	55432863066208353296273	CALIFORNIA CONSORTIUM 916-521-1136 CA P.O.S.: 0000000000000000 SALES TAX: 0.00	398.00
03-08	03-07	55432863066208523578154	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Q3YDLt SALES TAX: 0.00	500.00
03-08	03-07	75418233066168970254232	MOO PRINT 857-2657230 DE	55.33
03-09	03-08	02682633068910003054440	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M36653833375 SALES TAX: 0.00	500.00
03-09	03-09	15270213068000757895858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-09	03-08	55131583068400908123922	DNH*GODADDY.COM 4805058855 AZ P.O.S.: 00000000000000024 SALES TAX: 0.00	122.64
03-09	03-08	55432863067208858971494	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Q66J2o SALES TAX: 0.00	500.00
03-09	03-08	55432863067208903200493	ABB*BOUDIN CATERING 415-283-1230 CA	101.94
03-13	03-10	02682633070910003058033	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M37472484408 SALES TAX: 0.00	500.00
03-13	03-11	15270213070001303135852	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-13	03-10	55432863069209446128611	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Q9b6Bw SALES TAX: 0.00	500.00
03-13	03-12	55432863071209977842008	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QbS2C0 SALES TAX: 0.00	500.00
03-13	03-12	55480773071207555800861	ONTIMETEL DIALMYCALLS 8009282086 FL	44.99
03-14	03-13	02682633073910001049700	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M60847787031 SALES TAX: 0.00	500.00
03-14	03-13	15270213072343116595858	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-14	03-14	15270213073000405235856	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-15	03-14	55432863073200584989868	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0Qf12Wl SALES TAX: 0.00	500.00
03-16	03-15	02682633075910003137030	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M21657061625 SALES TAX: 0.00	500.00

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-16	03-16	15270213075000200180073	MSFT * E0800MMS16 MSBILL.INFO WA	768.85
03-17	03-16	15270213075001588245850	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-17	03-16	55432863075201182364007	ATT*BILL PAYMENT 800-288-2020 TX P.O.S.: 323923130 SALES TAX: 0.00	187.25
03-20	03-18	02682633078910004053399	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M35387221469 SALES TAX: 0.00	500.00
03-20	03-17	55432863076201412462828	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QjjDgd SALES TAX: 0.00	500.00
03-20	03-17	55432863076201472569736	MAILCHIMP *MISC MAILCHIMP.COM GA	125.37
03-21	03-20	02682633080910002045054	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M81619791732 SALES TAX: 0.00	500.00
03-21	03-20	15270213079001515365850	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
03-22	03-21	02682633081910001048603	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M99389015240 SALES TAX: 0.00	500.00
03-22	03-21	55432863080202587393610	IN *MOLLY DEVOLPMENT 214-8833118 TX P.O.S.: 1008 SALES TAX: 0.00	2,550.00
03-22	03-21	82711163080000011267447	YOUNG, MINNEY & CORR SACRAMENTO CA	375.00
03-22	03-21	82711163080000014975475	SP OWL LABS SOMERVILLE MA	160.55
Total Purchasing Activity				\$17,574.68

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-01	02-27	65180133059051700006106	HILTON CAPE REY CARLS CARLSBAD CA 495823 ARRIVAL: 02-27-23	1,000.00
03-22	03-21	55506293080400360000037	THE STAND NEWPORT BEAC 8187882707 CA	186.20
Total Travel Activity				\$1,186.20

CHRISTINE FEHER 5563-7580-9796-7377	CREDITS \$0.00	PURCHASES \$747.96	CASH ADV \$0.00	TOTAL ACTIVITY \$747.96
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-23	03-22	15270213081001928865856	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
Total Purchasing Activity				\$500.00

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-23	03-21	55432863081202839231815	SOUTHWES 5262434031287 800-435-9792 TX GREEN/SHANNON STEVEN DEPART: 06-13-23 P.O.S.: SALES TAX: \$0.00 SMF WN E SNA WN Z SMF	247.96
Total Travel Activity				\$247.96



JPMORGAN CHASE BANK NA
 PO BOX 15918
 MAIL SUITE DE1-1404
 WILMINGTON DE 19850

ACCOUNT NUMBER	5563 7579 0010 0937
PAYMENT DUE DATE	05/23/2023
AMOUNT DUE	\$24,382.80
CURRENT BALANCE	\$24,382.80

Remit To: JPMORGAN CHASE BANK NA
 P.O. BOX 4475
 CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED \$

CALIFORNIA PACIFIC
 SHANNON GREEN
 4101 BIRCH STREET
 SUITE 150
 NEWPORT BEACH CA 92660-2236

** 0000000

556375790010093702438280024382802

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CALIFORNIA PACIFIC
 ACCOUNT NUMBER: 5563757900100937

CLOSING DATE 04-28-23
 CREDIT LIMIT 100,000
 AVAILABLE CREDIT 75,617

FOR CUSTOMER SERVICE CALL:
 1-800-316-6056
 FOR TTY/TDD SERVICE CALL:
 1-800-955-8060

SEND BILLING INQUIRIES TO:
 JPMORGAN CHASE BANK NA
 COMMERCIAL CARD SOLUTIONS
 P.O. BOX 2015
 MAIL SUITE IL1-6225
 ELGIN, IL 60121

PREVIOUS BALANCE	32,630.79
PURCHASES AND OTHER CHARGES	27,761.14
CASH ADVANCES	.00
CREDITS	3,378.34
PAYMENTS	32,630.79-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	24,382.80
TOTAL PAYMENT DUE	24,382.80
DISPUTED AMOUNT	.00

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

COMMERCIAL ACCOUNT ACTIVITY

CALIFORNIA PACIFIC
5563-7579-0010-0937

TOTAL COMMERCIAL ACTIVITY
\$32,630.79CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-25	04-25		AUTO PAYMENT DEDUCTION	32,630.79 CR

INDIVIDUAL CARDHOLDER ACTIVITY

CHRISTINE FEHER
5563-7500-1511-9595

CREDITS
\$0.00

PURCHASES
\$11,465.42

CASH ADV
\$0.00

TOTAL ACTIVITY
\$11,465.42

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-07	04-06	02682633097910019016669	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M89675345042 SALES TAX: 0.00	500.00
04-10	04-09	02682633100910036000907	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M49195606817 SALES TAX: 0.00	500.00
04-10	04-08	55432863098207588127925	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QR3dIE SALES TAX: 0.00	500.00
04-11	04-10	02682633101910036010418	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M94256124692 SALES TAX: 0.00	500.00
04-11	04-10	15270213100001086175855	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-14	04-13	15270213103492767965853	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-17	04-16	02682633107910004051554	GOOGLE*ADS3267517799 CC GOOGLE.COM CA P.O.S.: M65438326807 SALES TAX: 0.00	500.00
04-17	04-14	15270213104001262725859	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-17	04-15	15270213105000802155857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-17	04-17	55432863107200121981824	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0R4CYkt SALES TAX: 0.00	500.00
04-18	04-17	02682633108910006100960	GOOGLE*ADS3267517799 CC GOOGLE.COM CA P.O.S.: M25953054006 SALES TAX: 0.00	500.00
04-18	04-18	55432863108200458214756	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0R6qV8o SALES TAX: 0.00	500.00
04-20	04-19	02682633110910009050655	GOOGLE*ADS3267517799 CC GOOGLE.COM CA P.O.S.: M40771890571 SALES TAX: 0.00	500.00
04-20	04-19	15270213109001942715853	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-21	04-21	15270213110002279425857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-24	04-21	02682633112910024002200	GOOGLE*ADS3267517799 CC GOOGLE.COM CA P.O.S.: M83601835464 SALES TAX: 0.00	500.00
04-24	04-23	02682633114910004049542	GOOGLE*ADS3267517799 CC GOOGLE.COM CA P.O.S.: M23195710973 SALES TAX: 0.00	500.00
04-25	04-24	15270213114373086715855	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	15270213115001729635854	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-27	04-26	12302023116610176773520	MICROSOFT*ADVERTISING LAS VEGAS NV	53.70
04-27	04-26	15270213116303753275857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-27	04-27	15270213117000040845851	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-27	04-26	55131583116400991000286	MICROSOFT*ADVERTISING MSBILL.INFO NV P.O.S.: Z525TKA1FNUI SALES TAX: 0.00	104.58
04-27	04-26	55131583116400991001276	MICROSOFT*ADVERTISING MSBILL.INFO NV P.O.S.: Z51VTSF3XI1G SALES TAX: 0.00	51.84
04-27	04-26	55131583116400995000464	MICROSOFT*ADVERTISING MSBILL.INFO NV P.O.S.: Z51YTS6I43KW SALES TAX: 0.00	50.96
04-28	04-27	15270213117001640015853	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-28	04-27	55131583117400992000128	MICROSOFT*ADVERTISING MSBILL.INFO NV P.O.S.: Z51YTUAJFS97 SALES TAX: 0.00	101.50
04-28	04-27	55131583117400996002286	MICROSOFT*ADVERTISING MSBILL.INFO NV P.O.S.: Z522TUL370JK SALES TAX: 0.00	102.84
Total Purchasing Activity				\$11,465.42

ALEXIS MORFIN 5563-7500-4480-5891	CREDITS \$828.34	PURCHASES \$10,897.89	CASH ADV \$0.00	TOTAL ACTIVITY \$10,069.55
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	02682633093910000138088	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M51799698496 SALES TAX: 0.00	500.00
04-03	04-03	15270213093000544165853	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-03	04-01	55432863091205682983372	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QGQR09 SALES TAX: 0.00	513.68
04-03	03-31	82305093091000002549835	STAMPLI FOR 3-2023 MOUNTAIN VIEW CA	1,261.65
04-04	04-04	15270213094000205785857	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-05	04-05	55432863095206682457058	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QLNQIq SALES TAX: 0.00	500.00
04-06	04-05	02682633096910000117816	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M04802680015 SALES TAX: 0.00	500.00
04-07	04-06	02682633097910002060815	GOOGLE*ADS3267517799 INTERNET CA P.O.S.: M58436719030 SALES TAX: 0.00	500.00
04-12	04-11	15270213101276843855853	GOOGLE ADS3267517799 MOUNTAIN VIEW CA	500.00
04-13	04-12	55432863102208861579331	GOOGLE *ADS3267517799 650-253-0000 CA P.O.S.: P0QXI0J3 SALES TAX: 0.00	500.00
04-13	04-12	55480773103400165000368	DOVER PUBLICATIONS 8445725720 NY	12.94
04-14	04-13	55480773103207555001090	ONTIMETEL DIALMYCALLS 8009282086 FL	44.99
04-18	04-17	15270213107002102061072	MSFT * E0800N170M MSBILL.INFO WA	783.75

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-18	04-17	82711163108000000399829	COWRITER VOLO IL	4.99
04-19	04-18	85326813108900018170973	US AWARDS 602-4926371 AZ	169.98
04-20	04-20	55429503110745704463105	CUSTOMINK LLC 8002934232 VA P.O.S.: A0BX2FDC SALES TAX: 163.03	2,266.63
04-20	04-19	55432863109200871705108	MYFAX SERVICE 866-563-9212 CA	25.00
04-20	04-19	55432863109200871706189	MYFAX SERVICE 866-563-9212 CA	12.00
04-24	04-21	55207393112310565235613	GRADUATIONSOURCE PORT CHESTER NY	59.35
04-24	04-22	55432863112201612649485	APPLE.COM/US 800-676-2775 CA P.O.S.: 7073944343 SALES TAX: 37.12	520.12
04-24	04-21	55436873111281119519742	PRIMO WATER TAMPA FL P.O.S.: 101679544 SALES TAX: 6.25	62.46
04-27	04-25	05410193116069925899074	FEDEX OFFICE 800000836 PLANO TX P.O.S.: 343816824552405 SALES TAX: 12.65	185.92
Total Purchasing Activity				\$9,923.46

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-01	02305373092100318428667	KNOTT'S BERRY FARM FOO BUENA PARK CA	27.15
04-04	04-03	55432863093206277029199	SQ *SGT. PEPPERONI'S P GOSQ.COM CA P.O.S.: 00023058430173360 SALES TAX: 7.56	123.31
04-05	04-03	45180133094051700004894	HILTON CAPE REY CARLS CARLSBAD CA	828.34 CR
04-19	04-17	55310203108036322249826	ALASKA A 0272332224982 SEATTLE WA MORFIN/ALEXIS DEPART: 06-11-23 P.O.S.: SALES TAX: \$0.00 SNA AS Q STS AS S SNA	267.89
04-21	04-19	05410193110741811354069	FEDEX397181135406 MEMPHIS TN P.O.S.: 397181135406 SALES TAX: 0.00	17.15
04-21	04-19	55310203110036324311679	ALASKA A 0272332431167 SEATTLE WA PAK/Alice DEPART: 06-11-23 P.O.S.: SALES TAX: \$0.00 SNA AS O STS AS S SNA	257.89
04-27	04-26	72301963116900604900064	POSTBOX NEWPORT 13BDD9 NEWPORT BEACH CA	15.22
04-28	04-26	52704873117894117012969	DISNEYLAND TICKETS ANAHEIM CA	170.00
Total Travel Activity				\$50.27

Miscellaneous Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-17	04-15	82711163105000019031044	ULTIMATE SLP FARMINGTON CT	12.95
04-18	04-17	12302023107369868217624	MAILCHIMP ATLANTA GA	82.87
Total Miscellaneous Activity				\$95.82

ACCT. NUMBER: 5563 7579 0010 0937

CALIFORNIA PACIFIC

INDIVIDUAL CARDHOLDER ACTIVITY

CHRISTINE FEHER 5563-7580-2042-1526	CREDITS \$2,550.00	PURCHASES \$4,472.99	CASH ADV \$0.00	TOTAL ACTIVITY \$1,922.99
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-10	04-07	52704873097700554197383	ADOBE STOCK 4085366000 CA P.O.S.: BL2421709322 SALES TAX: 0.00	29.99
04-10	04-07	82305093097000017227322	2023 NCUST ABS SYM SAN DIEGO CA	550.00
04-10	04-07	85140513098900019600012	SMALL SCHOOL DISTRICTS SACRAMENTO CA P.O.S.: 2023SPRNTDNT7Y20 SALES TAX: 0.00	618.00
04-27	04-27	55432863080202587393610	FRAUD CREDIT CHICAGO IL	2,550.00 CR
Total Purchasing Activity				\$1,352.01 CR

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-10	04-06	52704873097894097012967	DISNEYLAND TICKETS 7147814669 CA	3,275.00
Total Travel Activity				\$3,275.00

CHRISTINE FEHER 5563-7580-9796-7377	CREDITS \$0.00	PURCHASES \$924.84	CASH ADV \$0.00	TOTAL ACTIVITY \$924.84
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-05	04-04	55436873094280943237399	PRIMO WATER 800-7285508 FL P.O.S.: 101259484 SALES TAX: 8.22	82.20
Total Purchasing Activity				\$82.20

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-07	04-06	52708063097700099874466	AVIS.COM PREPAY 8003527900 VA 099874460 SANTA AN	455.29
04-07	04-05	55432863096207149870833	UNITED 01624776893526 800-932-2732 TX BERRY/KATHERINEGRACE DEPART: 05-20-23 P.O.S.: SALES TAX: \$0.00 CMH UA K IAH UA K SNA UA T DEN UA T CMH	387.35
Total Travel Activity				\$842.64

BOARD APPROVAL	DATE	serialNumber	model	orgUnitPath	annotatedAssetId
	9-May-23	4K9V9FCR102287X	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO E Waste	SO-20210136
	9-May-23	4K9V9FANB16507W	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO E Waste	SO-20210113
	9-May-23	4K9V9FCNB04214N	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Stolen	SO-20210002
	9-May-23	4K9V9FCR102109Z	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210126
	9-May-23	4K9V9FCR102203V	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210125
	9-May-23	4K9V9FCR102100V	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210167
	9-May-23	4K9V9FANC02229K	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210071
	9-May-23	4K9V9FANC02011M	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210060
	9-May-23	4K9V9FDR329711A	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210222
	9-May-23	5CD111P97R	HP Chromebook x360 11MK G3 EE	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210252
	9-May-23	4K9V9FANC17876Z	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210183
	9-May-23	4K9V9FCR102124L	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210166
	9-May-23	4K9V9FCR101893T	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210163
	9-May-23	4K9V9FCR102327E	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210152
	9-May-23	4K9V9FCNB04415X	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210011
	9-May-23	7306000441	Poin2 Chromebook 11	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210094
	9-May-23	4K9V9FCR102336R	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210140
	9-May-23	5CD111P8PS	HP Chromebook x360 11MK G3 EE	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210255
	9-May-23	4K9V9FANC02076V	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210062
	9-May-23	4K9V9FANC17756P	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210207
	9-May-23	4K9V9FANC01936H	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210054
	9-May-23	4K9V9FANC02165Y	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210068
	9-May-23	4K9V9FANC02107V	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210065
	9-May-23	NXG4XAA0028510FE387611	Acer Chromebook R11 (CB5-132T, C738T)	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210084
	9-May-23	P203FDM2	Lenovo Ideapad C330 Chromebook	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210095
	9-May-23	NXG4XAA0028511BC177611	Acer Chromebook R11 (CB5-132T, C738T)	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210088
	9-May-23	4K9V9FCNB04407N	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210009
	9-May-23	4K9V9FANC02121H	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210067
	9-May-23	5CD0140J7M	Chromebook 11 G8 EE	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210086
	9-May-23	4K9V9FFNB08238H	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210044
	9-May-23	4K9V9FFNB08317K	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210078

9-May-23	4K9V9FANC17775E	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210209
9-May-23	4K9V9FDR329683E	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210223
9-May-23	4K9V9FANC18037X	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210185
9-May-23	4K9V9FFR314820T	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210219
9-May-23	4K9V9FANC02202X	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210069
9-May-23	4K9V9FANC17711K	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210210
9-May-23	4K9V9FANC17885X	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210192
9-May-23	4K9V9FCNB04699L	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210033
9-May-23	4K9V9FANB16528M	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210098
9-May-23	4K9V9FCR102017Y	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210179
9-May-23	4K9V9FFNB08521L	Samsung Chromebook 4	/CPCS Students & Devices/CAPCSSO/SO Unrecoverable	SO-20210049

Meeting

Coversheet

Consent - Policy Development

Section: X. Consent
Item: C. Consent - Policy Development
Purpose: Vote

Submitted by:

Related Material:

BUS Policy Review 3000 Series - Business Non-Instructional.pdf
CPCS - 3000 Fiscal Policy Overview.pdf
CPCS - 3000 Fiscal Policy Overview_redline_5.9.23.pdf
CPCS - 3016 Third-Party Processor Policy.docx.pdf
CPCS - 3100 Education Partner Code of Conduct.pdf
CPCS - 3100 Education Partner Code of Conduct_redline_5.9.23.pdf
CPCS - 3105 Education Partner Risk Management Policy_reviewed_5.9.23.pdf
CPCS - 3110 Education Partner Application and Pre Approval_reviewed_5.9.23.pdf
CPCS - 3120 Name and Logo Use Policy_reviewed_5.9.23.pdf
CPCS - 3125 Intraorganizational Loan Policy.pdf
CPCS - 3125 Intraorganizational Loan Policy_redline_5.9.23.pdf
CPCS - 3150 Reserves Fiscal Policy.pdf
CPCS - 3005 Purchasing Fiscal Policy.pdf
CPCS - 3005 Purchasing Fiscal Policy_redline_5.9.23.pdf
CPCS - 3011 Banking And Accounts Payabl...Policy REVISED 2022.pdf
CPCS - 3011 Banking And Accounts Payabl...Policy REVISED 2022_redline_5.9.23.pdf
CPCS - 3012 Purchasing Card Fiscal Policy.pdf
CPCS - 3012 Purchasing Card Fiscal Policy_redline_5.9.23.pdf
CPCS - 3015 Accounts Receivable Fiscal Policy.pdf
CPCS - 3015 Accounts Receivable Fiscal Policy_redline_5.9.23.pdf
CPCS - 3020 Expenses Fiscal Policy.pdf
CPCS - 3020 Expenses Fiscal Policy_redline_5.9.23.pdf
CPCS Lost or Missing Receipt Form REV. 05-2023.pdf
CPCS - 3025 Finance Fiscal Policy.pdf
CPCS - 3025 Finance Fiscal Policy REVISED 2022_redline_5.9.23.pdf
CPCS - 3135 Gift Acceptance Policy.pdf
CPCS - 3135 Gift Acceptance Policy_redline_5.9.23.pdf
CPCS - 3115 Education Partner Terms and... the Purchase Order.pdf

CALIFORNIA PACIFIC CHARTER SCHOOLS

Agenda Item:

Date: March 9, 2023

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
X	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of existing board policies reviewed and revised by staff for the 2023-2024 School Year.

Background:

In order to ensure adherence with State and Federal laws related to business and non-instructional services, it is recommended the Board approve the following policy as presented.

REVIEWED

The following documents were reviewed for accuracy and may include minor edits such as a correction to a typographical error, grammar, spelling, or punctuation. The document may also include a change from Executive Director to Superintendent. The edits did not affect the content or meaning and intent of the policy.

- 3000 Fiscal Control Policy
- 3016 Expenses Fiscal Policy
- 3100 Education Partner Code of Conduct
- 3105 Education Partner Risk Management Policy
- 3110 Education Partner Application and Pre Approval
- 3120 Name and Logo Use Policy
- 3125 Intraorganizational Loan Policy
- 3150 Reserve Policy

REVISED

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

3000 Series - Business and Non Instructional

3005-CPCS Purchasing Fiscal Policy

- Replace Executive Director with Superintendent.
- Increase Superintendent approval to up to \$20,000, and \$30,000 with ratification by the Board.
- Contracts that are considered routine and ranging \$10,000-\$19,999 should be listed under “Consent”.

3011-CPCS Accounts Payable and Record-Keeping Policy

- Replace Administrative Assistant with Accounting Department.
- Adds that fund transfers between bank accounts must be approved by the Superintendent.
- Adds that vendor change requests must be independently authenticated.
- Revise check and voucher storage policy that these will be stored electronically.
- Replace “deleted” with the more accurate term “voided”. CalPac’s accounting practice is to void or reverse items in the accounting ledger. The Assistant Director of Fiscal Services will approve these voids (this is in line with the journal entry approval process).
- Revise policy to “review” monthly summary report by Superintendent and removed “and ratified by the Board”.

3012-CPCS Purchasing Card Fiscal Policy

- Replace Executive Director with Superintendent.
- Assistant Director of Fiscal Services will review/approve all card activity (previously, it was only for the Administrative Assistant), and the Board will review/approve the entire credit card statement (this is in line with current practice), and not just the Superintendent's activity.
- Added when not in use, the purchase card should remain locked in the office.

3015-CPCS Accounts Receivable Fiscal Policy

- Replace Executive Director with Superintendent.
- Replace Administrative Assistant with Student Services Support Specialist or the Executive Assistant.
- Replace Accountant with Accounting Department.
- Increase deposits timeline from five days to seven business days.

3020-CPCS Expenses Fiscal Policy

- Replace Executive Director with Superintendent.
- Replace Administrative Assistant with Executive Assistant.
- Replace “must” with expense reimbursements *should* be submitted within thirty days.
- Added provision for lost/missing receipts for expense reimbursements.
- Added provision that with pre-approval, travel expense reimbursements may go over the \$1,500 threshold.

3025-CPCS Finance Fiscal Policy

- Replace Executive Director with Superintendent.
- Replace Accountant with Accounting Manager.
- Revise “will” to financial reports *may* be reviewed at the next regular Board meeting.

3135-CPCS Gift Acceptance Policy

- Replaced “CPCS” with “School”.
- Added PayPal as an acceptable payment option.

RESCINDED

The following is a current policy which is no longer applicable and should therefore be archived.

3115 Education Partner Terms and Conditions of the Purchase Order Policy

It is recommended the Board approve the revised board policies for the 2023-2024 school year.

Fiscal Impact: None.

FISCAL CONTROL OVERVIEW

The Board of Directors (“Board”) of California Pacific Charter Schools (“School”) has reviewed and adopted the following fiscal control policy and procedures to ensure the most effective use of the School’s funds to support the mission of the School and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board formulates financial policies and procedures, delegates administration of the policies and procedures to the Superintendent, and reviews operations and activities on a regular basis.
2. The Superintendent has responsibility for all operations and activities related to financial management with oversight by the Board.
3. Financial duties and responsibilities shall be separated so that no one employee has sole control over cash receipts, disbursements, and reconciliation of bank accounts.
4. The Board shall commission an annual financial audit by an independent third-party auditor who will report directly to it. The Board shall approve the final audit report, and a copy shall be provided to the chartering authorities and other legally required entities. Any audit exceptions and/or deficiencies shall be resolved to the satisfaction of the Board and the chartering authority or authorities.

Annual Financial Audit

1. By January 1, annually, the Board shall appoint an audit committee to select an auditor.
2. Every six years, the Board or its audit committee shall solicit and review bids and select an independent certified public accountant to perform an annual fiscal audit pursuant to the provisions in the School’s charter(s) and applicable law.
3. The audit shall include, but not be limited to:
 - a. An audit of the accuracy of the financial statements;
 - b. An audit of the attendance accounting and revenue accuracy practices; and
 - c. An audit of the internal control practices.
4. The Board or its audit committee will review any audit exceptions or deficiencies and determine the means for resolving any such exceptions or deficiencies. Audit exceptions must be resolved to the satisfaction of the Board and the chartering authority or authorities, and in accordance with the procedures detailed in the School’s charter(s) and Education Code Section 47605(c)(5)(I).
5. The School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the chartering authority or authorities within thirty (30) days of completion, and no later than December 15 of the fiscal year

FISCAL CONTROL OVERVIEW

following the fiscal year for which the audit was performed, a copy of the School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the chartering authority or authorities, State Controller, California Department of Education and County Superintendent of Schools.

FISCAL CONTROL OVERVIEW**OVERVIEW**

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BUSINESS/NON-INSTRUCTIONAL**3016-CPCS**

THIRD-PARTY PROCESSOR POLICY

A third-party processor (such as PayPal or similar) is a company that can accept payments over the internet on behalf of California Pacific Charter Schools (“School”).

Payments received via a third-party processor are subject to the same criteria and requirements as other cash receipts as described in the Accounts Receivable Fiscal Policy. The use of third-party processors is not intended to avoid or bypass appropriate cash receipt procedures. Funds received through any of these types of services are required to be deposited directly into a School account designated for funds received through a third-party processor.

Only one dedicated third-party processor account shall be established in the name of the School. Personal third-party processor accounts shall not be used to transact School business. For the purpose of conducting School business, any email address linked to the third-party processing account must be a valid California Pacific Charter School email address. Any new users are to be created by the Assistant Director of Fiscal Services.

Payment notifications shall be sent to the accounting department. Reconciliations of this account shall be performed by the Accountant and reviewed by the Assistant Director of Fiscal Services.

The use of the third-party processor is intended for legitimate cash receipts, such as collections for field trips. The third-party processor shall not be used for purchasing. However, the School may issue refunds following the School’s refund policy with proper approvals. Generally, the School does not provide refunds. Transaction fees shall be absorbed by the payers.

Additionally, strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

Unauthorized purchases/transaction or misuse of the third-party processing account may render the individual liable for any goods or services purchased and corrective action up to and including termination and/or possible criminal charges.

BUSINESS/NON-INSTRUCTIONAL**3100-CPCS**

EDUCATION PARTNER CODE OF CONDUCT

The Board of Directors (“Board”) of California Pacific Charter School (“School”) recognizes their responsibility to make and enforce all rules and regulations governing Education Partner behavior to ensure a safe and learning-conducive environment. The expectation of the School is for all Education Partners and their staff to conduct themselves in a way that reflects the high standards of behavior and professionalism, and to adhere to appropriate boundaries between their staff and students.

For the purpose of this policy, hereinafter “Education Partner” is an individual company that supplies products or provides educational services/instruction for the School’s students.

For the purpose of this policy, the term staff or employee means the individuals employed or otherwise supervised by the Education Partner. This language shall not be interpreted to mean that an Education Partner’s staff has an employment relationship with the School.

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by Education Partner staff while interacting with a student. Trespassing the boundaries of a staff/student relationship is deemed an abuse of power and a betrayal of public trust. Although sincere, competent interactions with students certainly fosters learning, staff/student interactions must have boundaries surrounding activities, locations, and intentions. It is each Education Partner’s employee’s obligation to avoid situations that could prompt suspicion and concern by parents, students, colleagues, or School staff. Disagreeing with the wording of intent of the established boundaries will be considered irrelevant for disciplinary purposes including but not limited to being revoked as an approved Education Partner for the School.

EXAMPLES OF SPECIFIC BEHAVIORS

The following are examples of acceptable and unacceptable behavior, and are not intended to be an exhaustive list.

Unacceptable Education Partner/Student Behaviors include:

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of any kind.
3. Any type of unnecessary or excessive physical contact.
4. Being alone with a student.
5. Making or participating in sexually inappropriate comments or jokes.
6. Listening to or telling stories that are sexually oriented.

BUSINESS/NON-INSTRUCTIONAL**3100-CPCS**

EDUCATION PARTNER CODE OF CONDUCT

7. Discussing personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
8. Allowing students in the Education Partner's home for reasons other than the educational service being provided and/or without the student's parent/guardian present.
9. Having a student in an Education Partner's vehicle or transporting a student.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
11. Raising voice or using any type of corporal punishment with students.

Acceptable and recommended Education Partner/Student behaviors include:

1. Exhibiting professionalism in all communications with students (e.g. emails, text, and phone calls to students), and keeping discussions related to School content. All forms of communication must be professional and brief. The parent/guardian should be included/copied on written/verbal communication.
2. Keeping reasonable personal distance from students.
3. Stopping and correcting students if they cross personal boundaries.
4. Keeping parents and School informed when a boundary issue develops with a student.
5. Recognizing the responsibility to intervene to stop unacceptable behavior of students or coworkers.
6. Giving students praise and recognition without touching them, or limiting physical contact to pats on the student's upper back or shoulder, high fives, and/or handshakes.
7. Keeping professional conduct a high priority. Use constructive feedback with students at all times.

COMPREHENSIVE FINGERPRINT & BACKGROUND CHECK REQUIREMENTS

Under Education Code Section 45125.1, the Education Partner, including all employees, agents, independent contractors, and subcontractors performing services shall obtain and provide fingerprint background clearance through the California Department of Justice (DOJ) screening process to the School prior to performing any services and when any new employees are added to the Education Partner. Under this Order, the Education Partner will ensure that it and its employees, agents, independent contractors, and subcontractors performing services will not allow any person to provide services or otherwise interact with students whom, per the Education Partner, may be deemed to compromise student safety or the integrity of the school. Education

EDUCATION PARTNER CODE OF CONDUCT

Partners, so long as they are not a sole proprietorship, using their own Originating Agency Identification (ORI) number to provide screening service shall forward all reports received from the DOJ for individuals in contact with the schools students.

DUTY TO REPORT SUSPECTED MISCONDUCT

When any staff or employee of the Education Partner reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, the matter must be immediately reported to the School. All reports shall be as confidential as possible under the circumstances. It is the duty of the School to investigate and thoroughly report the situation. Education Partners must also report to the School any awareness or concern of student behavior that crosses the boundaries or where a student appears to be at risk for abuse either from others or themselves.

BUSINESS/NON-INSTRUCTIONAL**3100-CPCS**

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BUSINESS/NON-INSTRUCTIONAL**3100-CPCS**

EDUCATION PARTNER CODE OF CONDUCT

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BUSINESS/NON-INSTRUCTIONAL

3100-CPCS

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EDUCATION PARTNER RISK MANAGEMENT POLICY

The Board of Directors of California Pacific Charter Schools recognizes the need to establish procedures for entering into agreements with Community & Instruction Education Partners for student services and direct instruction.

PURPOSE

As California Pacific Charter School (hereinafter referred to as School) contracts with Education Partners for materials, equipment, supplies, or services, that such Education Partner's activities provide an inherent liability risk to the School. Insurance requirements for high risk Education Partners are to protect the School from loss or lawsuit resulting from any risk occurrence on the part of an underinsured/uninsured Education Partner who furnishes services to the School. By obtaining an appropriate certificate of insurance (COI), naming California Pacific Charter School as an additionally insured party, and maintaining a current COI on file, the School has evidence that insurance has been obtained which transfers risks associated with the business relationship with the high risk Education Partner to the insurer.

DEFINING HIGH RISK - CRITERIA FOR HIGH RISK EDUCATION PARTNERS

An Education Partner is considered to present a high level of risk when the service provided includes an environment, an activity, or equipment that poses a potential for physical injury to California Pacific Charter School students.

1. *High Risk Environment:* A high risk environment is a space which is likely to expose individuals to dangers. A high risk environment can include hazardous substances or conditions like fire and explosions, increased body temperature leading to loss of consciousness, asphyxiation occurring due to gas, fume, vapour or lack of oxygen, and drowning to name a few. Such environments include swimming pools, the ocean, gyms, kitchens, hockey/ice skating rinks, workshops, and moving vehicles.
2. *High Risk Activity:* A high risk activity is inherently dangerous due to the way it must be performed or carried out. These activities include dangers that present harm that could potentially be inflicted on students by themselves or others that they would not otherwise encounter in their everyday lives. Such activities include martial arts, gymnastics, soccer, football, baseball, hockey, swimming, diving, tennis, volleyball, parkour, and rock climbing.
3. *High Risk Equipment:* Students that use high risk equipment are at a greater risk of injury or death because of the violent or potentially violent nature of the use of such equipment. For example, sports equipment like golf clubs, baseball bats, fencing foils/epees/sabers, arrows, cleats, hockey sticks, and ice skates can inflict grievous harm, even when used properly in case of an accident. Gym equipment can also be dangerous when used

BUSINESS/NON-INSTRUCTIONAL**3105-CPCS**

EDUCATION PARTNER RISK MANAGEMENT POLICY

properly or improperly. Even cooking equipment such as hot cookware and kitchen knives can place students at a high risk of injury.

CURRENT HIGH RISK LIST

California Pacific Charter School reserves the right to determine whether an education partner is defined as high risk. For the purposes of the School, the following services have been determined to be moderate to high risk. This list is not all inclusive; as new types of Education Partners apply to be affiliated with the School, they will be evaluated based on the board approved process and criteria.

- a. Martial Arts
- b. Crossfit/Personal Fitness/Gym/Weights
- c. Swim/Diving/Aquatics/Water Polo
- d. Gymnastics/Aerial
- e. Horseback Riding
- f. Animal Husbandry/Hands-on Agricultural Experiences
- g. Cooking
- h. Fencing
- i. Archery
- j. Recreational (City, Athletics)
- k. Dance/Ballet/Jazz
- l. Skateboarding/Roller Blading/Roller Skating
- m. Surfing
- n. Parkour
- o. Rock Climbing
- p. Ice Skating/Hockey
- q. Soccer
- r. Yoga/Aerial Yoga/Pilates
- s. Ziplining
- t. Sailing
- u. Welding/Carpentry
- v. Tennis/Badminton
- w. Baseball/Softball
- x. Golf
- y. Driver's Ed
- z. Volleyball

**The above list of high risk service categories is not all-inclusive.*

EDUCATION PARTNER RISK MANAGEMENT POLICY
PROCESS

The following steps are taken when a new Education Partner is being vetted for approval:

1. If the course or activity that is provided by the Education Partner falls under one of the categories above, an Education Partner is considered to be high risk unless and until our vetting process provides it to be otherwise.
2. In order to determine whether or not an Education Partner should be labeled as high risk, the Education Partner Department (EPD) visits the website of the Community and Instruction Partner (if there is one) and any other websites that can give us more information, like Yelp. If the information found online is insufficient to make a determination, the EPD will contact the Education Partner directly to investigate the level of risk.
3. Unless the Education Partner is determined to be low risk after the research and investigation is complete, the Education Partner is added to our *List of Moderate to High Risk Education Partners* tab in our Education Partner Tracking Spreadsheet.
4. All Education Partners are asked to provide insurance.

STANDARD INSURANCE REQUIREMENTS

1. *Low Risk Education Partners:* We accept proof of liability insurance from low risk Education Partners in the form of homeowners policies with a business rider and commercial liability certificates of insurance. We check to make sure the general liability per occurrence is at least \$100,000. If it is less than \$100,000, we investigate the service to determine whether or not it is acceptable.
2. *Moderate to High Risk Education Partners:* We require a commercial certificate of insurance with a \$1 million limit for each occurrence for general liability and \$1 million general aggregate coverage. We also require moderate to high risk Education Partners to list the following California Pacific Charter Schools of Operation as named insured:
 - a. *California Pacific Charter - Los Angeles*
 - b. *California Pacific Charter - San Diego*
 - c. *California Pacific Charter - Sonoma*

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EDUCATION PARTNER APPLICATION/PRE-APPROVAL

This outline is for informational purposes. Actual Education Partner packets will be done primarily through electronic document collection system with hard copy applications available upon request.

Three types of applications are used for our Education Partner Packets:

1. CPCS Prospective Community & Instruction Partner Application
2. CPCS Prospective Curriculum & Materials Partner Application
3. CPCS Education Partner Yearly Renewal Application

Steps:

1. Send prospective Education Partner a welcome and thank you note with an introduction to the application process.
 - a. Thank you for your interest in becoming an Education Partner for our school. Education Partners play a valued role in providing top notch materials and/or instruction/tutoring that exceeds educational standards, and balances accountability with learning flexibility.
 - b. Before getting into the application we wanted to review the definitions used to define our vendors moving forward.
 - i. Education Partner: Companies and individuals who provide instruction, services, curriculum and materials to students enrolled in CPCS' independent home study program in order to provide a full and enriching personalized education experience. EPs are not employees of CPCS but are valued partners of our independent home study program. Under the title of Education Partner we have designated two partner groups: Curriculum & Materials Partners (CMPs) and Community & Instruction Partners (CIPs) based on the products and services provided. This information will help you select the appropriate designation to complete this application.
 - ii. Definition of a Community and Instruction Partners (CIPs) are education partners that offer in person and virtual lessons, instruction, tutoring, and other directly delivered content. Due to live interaction with students and a greater liability risk, additional documentation is needed to complete the application. Additionally, CIPs must be in compliance with all fingerprint background clearance under Education Code Section 45125.1 as outlined in Section 25 of CPCS Education Partner Terms and Conditions of the Purchase Order. Failure to meet this requirement will result in immediate denial of application.

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EDUCATION PARTNER APPLICATION/PRE-APPROVAL

- iii. Definition of a Curriculum and Materials partners are education partners that provide materials, resources, curriculum, texts, kits, subscriptions, supplies, technology, and other items to supplement instruction. CMPs ship materials to the teacher facilitator who then delivers items to our families.
 - c. An explanation of the application and pre-approval Process. Timeline - prospective Education Partner will have 30 calendar days from the date the initial application was received to complete the onboarding process. If the Education Partner application process is not completed within this aforementioned time period the application will no longer be considered active. The time to complete this application and pre-approval process is approximately one hour.
- 2. Intro to Vision and Mission
 - a. Mission: CalPac’s mission is to support and encourage all students to relentlessly pursue their life goals by providing an accessible, inclusive, and personalized learning community.
 - b. Vision:
 - i. California Pacific Charter Schools, in partnership with our community, will:
 - 1. Foster an enriching school environment to nurture individuals academically, socially, and emotionally so that they are equipped to tackle academic challenges and become productive, responsible, ethical, creative, and compassionate members of society.
 - 2. Forge strong, positive connections with students so they can build confidence, achieve independence, meet current and future challenges, develop social awareness, civic responsibility, and personal growth.
 - 3. Provide our graduates with a foundation that will enable them to be college and career prepared and to succeed in their post secondary endeavors.
 - c. Core Values: The following demonstrates the school’s core values. The School will strive to demonstrate and live these values.
 - i. **CALPAC C-A-R-E-S**
 - 1. **C-OMMUNITY:** We believe in a community of stakeholders who provide a supportive and inclusive environment to build student confidence and success.

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EDUCATION PARTNER APPLICATION/PRE-APPROVAL

2. **A-CCESSIBLE:** We believe each student is unique and deserves a flexible and personalized learning program to meet their individual needs.
 3. **R-IGOROUS:** We believe in hiring highly qualified teachers and staff and providing rigorous and relevant curriculum designed for a community of diverse learners.
 4. **E-NGAGING:** We believe in empowering well-rounded and innovative students to develop 21st century skills and to engage fully in a global society.
 5. **S-UPPORTIVE:** We believe in supporting the whole student through allocation of resources, frequent guidance, empathy, compassion, and encouragement to help them reach their full potential.
3. Education Partner basic business name and contact information.
 4. Review and agree: Education Partner Application Terms
 - a. Review and agree: This application and pre-approval process is an application to be listed as an approved Education Partner only. This application and pre-approval in no way is an agreement or contract for the school to purchase goods or services from an Education Partner. An approved partner in no way is promised to receive purchase orders from the School. The application and pre-approval process is not an offer nor an acceptance of an offer made by a partner.
 - b. Review and agree: School retains the right to reject the Education Partner Application at any time and for any reason, including revoking previously approved applications.
 - c. Review and agree: School does not control whether the Education Partner retains an employee, the school has no control over the Education Partner's employment decisions (hiring/firing), but the school reserves the right to retain or reject who works with our students.
 - d. Review and agree: **NO EMPLOYMENT RELATIONSHIP:** Notwithstanding any language in this application and pre-approval process or the [Terms and Condition of the Purchase Order](#) to the contrary, the parties intend that their relationship will be only as set forth in each purchase order. Neither party nor any employee, agent, officer, or independent contractor of or retained by either party shall be considered an agent or employee of the other party for any purpose or entitled to any of the benefits that the other party provides for any of the other party's employees including but not limited to retirement plans such as CalSTRS.

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EDUCATION PARTNER APPLICATION/PRE-APPROVAL

Furthermore, each party acknowledges that it shall be responsible for all federal, state and local taxes for it and its employees and reports relative to fees under each purchase order and each party will indemnify and hold the other party harmless from any failure to file necessary reports or pay such taxes.

5. Review and acknowledge: [Education Partner FAQs](#)
6. Review and agree: Education Partner Policies Agreement
 - a. Review and agree: STANDARDS: School is a TK-12 public school and strives to meet California Common Core State Standards. Student funds can only be used toward educational activities that align to these standards.
 - b. Review and agree: NON-SECTARIAN POLICY: The Education Partner agrees that it will not provide services or products that are sectarian, religious, or denominational in content.
 - c. Review and agree: COMMUNITY & INSTRUCTION PARTNER CODE OF CONDUCT: Please review the Community Partner & Instructional Provider Code of Conduct and indicate your agreement below: [Community Partner & Instructional Provider Code of Conduct](#)
 - d. Review and agree: CONFLICT OF INTEREST POLICY: The Education Partner agrees that instructional funds cannot directly or indirectly be spent on their own family for services they render, as this would be a conflict of interest. "Family" for the purpose of this policy, can be defined as: spouses, domestic partners, children (including step-children and foster children), parents, step-parents, grandparents, grandchildren, and siblings (including step-brothers and step-sisters). Education Partners have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Such a conflict occurs when an Education Partner is in a position to influence a decision to use instructional funds that may result in direct or indirect personal benefit for the vendor or for Family (as defined above) as a result of the school's business dealings. Education Partners shall disclose such relationships with California Pacific Charter School that constitute or may constitute a conflict of interest pursuant to the law, including but not limited to California Education Code Section 56042. Pursuant to California Education Code Section 56042, a parent, someone acting on behalf of a parent, an Education Partner or a service provider of an individual with exceptional needs shall not recommend placement at provider's facility if the parent, someone acting on behalf of the parent, the Education Partner or the service provider is employed or contracted by the Education Partner, or will receive a benefit from the Education Partner, or otherwise has a conflict of interest.

BUSINESS/NON-INSTRUCTIONAL**3110-CPCS**

EDUCATION PARTNER APPLICATION/PRE-APPROVAL

- e. Review and agree: **NAME AND LOGO USE POLICY:** No use of the school's name in full or in part or the school's logo may be used by an Education Partner without the express written consent of the school. School may withhold such consent in school's sole absolute discretion. All requests for use should be made to epdservices@cal-pacs.org. Please see our [Name and Logo Policy](#).
- 7. Review and agree: General Terms and Conditions of the Purchase Order
- 8. Complete Education Partner Questionnaire
- 9. Review and agree, and upload: W9 Collection: Upload documents as part of the application submission process.
- 10. Review, agree, and upload: Certificate of Insurance (COI) Collection: Upload documents as part of the application submission process [Community and Instruction Partners ONLY].
 - a. New Community and Instruction Education Partners: The school defines Education Partners who interact with and/or engage with the school's students whether in person or through virtual means as Community and Instruction Education Partners (CIPs). CIPs must furnish proof of commercial liability insurance in the form of a COI and meet the requirements outlined in our Terms & Conditions of the Purchase Order in order to be approved. Once you have submitted your application, school staff will create a profile in our risk management center ([linked here](#))
 - b. Returning Community and Instruction Education Partners: Review and agree to the required coverage requirements. Your profile already exists in our risk management center. School staff will contact you when the coverage listed on your COI is at or near expiration, or if the COI previously provided does not meet the schools requirements.
 - c. Review video: *The Value of Liability Insurance*
- 11. Review and agree to: Collection of Live Scan Live Scan and Fingerprinting Clearance Forms [Community and Instruction Partners ONLY].
- 12. Review, agree, and upload: Public Health and Safety [Community and Instruction Partners ONLY].
 - a. CPCS follows all recommended health and safety guidelines put forward by our board, authorizing district, county and state health departments, and California Department of Education. This may mean that we will suspend in person face to face activities at our discretion in line with these guidelines, including those with our Education Partners. Your responses to these questions helps us better evaluate health risks and adaptability of your services in line with our own public health and safety guidelines.

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- b. Health and Safety Plan/Reopening Plan Collection: Upload documents as part of the application submission process.

BUSINESS/NON-INSTRUCTIONAL**3120-CPCS**

NAME AND LOGO USE POLICY

The Board of Directors of California Pacific Charter School owns and has exclusive rights to its name and logo, and prohibits any unauthorized use. California Pacific Charter School actively monitors and controls all uses of its logo. California Pacific Charter Schools' logo should not be used by any individual or corporation without prior approval. Any education partner wishing to use the California Pacific Charter School logo must submit an Education Partner application and be pre-approved before it is eligible to utilize California Pacific Charter Schools' name and logo.

CALIFORNIA PACIFIC CHARTER SCHOOL NAME USAGE

External collaborators of California Pacific Charter School, such as vendors, educational partners, and other non-California Pacific Charter School entities, when referring to California Pacific Charter School on social media, print marketing, your website, or other forms of public display and non-California Pacific Charter School promotional materials, must utilize the form “**California Pacific Charter School**” when referring to the School.

LOGOS FOR USE BY CALIFORNIA PACIFIC CHARTER SCHOOL EDUCATION PARTNERS

As an approved California Pacific Charter School Education Partner, you may use the downloadable logos to provide visual identification of your partnership with California Pacific Charter School. To view the full list of approved Education Partners, please visit our [website](#).

TO ENSURE THE BEST POSSIBLE VISUAL IMPACT, PLEASE REFER TO OUR LOGO USE GUIDELINES:

Logo Placement and Color: Keep the area around the California Pacific Charter Schools' verified logo uncluttered and always use the logo's approved color scheme. The California Pacific Charter School logo should always be used in color for online use and should appear in full color on printed materials whenever possible. If full color is not possible, please print the logo in solid black.

Logo Background: The preferred background color for the logo is solid white. The high resolution logo must be used for all print applications. If you have any specific requirements for the logo (color, size, file type), please contact our vendor department at educationpartnerservices@cal-pacs.org.

Logo Size: The California Pacific Charter School logo may be used in different sizes depending on the dimensions of the printed materials. These logos should not be enlarged

beyond their maximum size. Logo quality and resolution should remain intact during printing and use. Avoid stretching and pixelating.

No Modification: The California Pacific Charter School logo must be used as provided. Please do not remove, distort, discolor, or alter any element of the logo.

UNAUTHORIZED USE: As a California Pacific Charter School partner, please contact us if you feel our logo is being used inappropriately or by an individual or corporation that is not an approved education partner. To report unauthorized use of the California Pacific Charter School logo, please email epdservices@cal-pacs.org.

BUSINESS/NON-INSTRUCTIONAL**3125-CPCS****INTRAOrganizational Loan Policy**

California Pacific Charter Schools (“School”) adopt this Intraorganizational Loan Policy to apply to the financial cash management of the schools.

BACKGROUND

The Board of Directors (“Board”), which operates charter schools, is committed to safeguarding the organization’s assets and ensuring compliance with all applicable state and federal laws and regulations regarding the use of its funds. To provide an accurate and auditable record of all financial transactions, the books, records, and accounts of each of its charter schools are maintained in conformity with generally accepted accounting principles (GAAP) as applicable to charter schools. School uses accounting methods that track the sources and uses of its finances and each school’s funds, and School does not commingle the schools’ funds.

Charter schools depend on government funding, and from time to time School and its charter schools may experience funding shortfalls, government revenue reductions, unexpected cash flow needs, or funding deferrals that may cause cash shortages. The Board hereby adopts this policy so that resources can be allocated from within the organization’s charter school network to ensure uninterrupted educational services and to safeguard against funding shortfalls. If a school does not have sufficient funds, School may, with Board approval, temporarily transfer funds from a charter school that has surplus funds to another charter school. This type of interfund transaction is referred to herein as an “intraorganizational loan.”. The purpose of this policy is to ensure such loan transactions and balances, and the origin, source, and use of the loan funds, are transparent, auditable, accountable, and approved in writing.

The amounts transferred are accounted for as temporary borrowing between charter schools or accounts and shall be repaid in the same fiscal year, or in the following year, if the transfer takes place within the final 120 calendar days of a fiscal year. In the event that the borrower is unable to repay the “intraorganizational loan” within the period specified, a report shall be provided to the Board on the financial condition of the borrower including, but not limited to the steps necessary to satisfy the loan.

POLICY STATEMENT

Consistent with FCMAT’s and the State Auditor’s guidance, this policy permits intraorganizational loans from a charter school that has surplus funds to another charter school so long as such loans adhere to the procedures set forth herein.

This policy does not permit any loans to third parties and does not apply to regular interfund transactions in the ordinary course of business between a School school’s account and School’s operating account, such as for reimbursement of cash disbursements made to vendors on a school’s behalf or payment of payroll and benefits. As set forth in School’s fiscal policies and procedures, regular interfund transactions are presented on the financial statements as interfund

BUSINESS/NON-INSTRUCTIONAL

3125-CPCS

INTRAOrganizational Loan Policy

receivables or interfund payables based on the net account balance. In addition, School prohibits commingling funds to such an extent that the funds become blended. For purposes of this policy, blending means that the identity, origin, and source of the funds are lost or unidentifiable.

PROCEDURES

The Superintendent or designee shall monitor cash balances regularly. When there may be a need for funds at a school, the Superintendent will assess the reserve funds available for all charter schools. If a school does not have sufficient funds, the Superintendent will seek Board approval to make a temporary intraorganizational loan.

All intraorganizational loans must be approved by the Board and documented pursuant to an Intraorganizational Loan Agreement, which shall identify the “lender” and “borrower” accounts and include such terms as the loan amount, repayment period and repayment method (e.g., monthly or quarterly), and a determination that the loan does not adversely affect the public school purposes of the charter school that loans the funds.

The Superintendent or designee shall ensure the balance of each intraorganizational loan and the origin, source, and the use of the funds are clear, open, auditable, and accountable. The Superintendent shall report to the Board as needed on the financial condition of the borrower and lender accounts, amounts outstanding, and anticipated repayment dates.

BUSINESS/NON-INSTRUCTIONAL**3125-CPCS****INTRAOrganizational Loan Policy**

California Pacific Charter Schools (~~CPCS~~“School”) adopt this Intraorganizational Loan Policy to apply to the financial cash management of the schools.

BACKGROUND

The Board of Directors ~~of California Pacific Charter Schools~~ (“Board”), which operates charter schools, is committed to safeguarding the organization’s assets and ensuring compliance with all applicable state and federal laws and regulations regarding the use of its funds. To provide an accurate and auditable record of all financial transactions, the books, records, and accounts of each of its charter schools are maintained in conformity with generally accepted accounting principles (“GAAP”) as applicable to charter schools. ~~School~~CPCS uses accounting methods that track the sources and uses of its finances and each school’s funds, and ~~School~~CPCS does not commingle the schools’ funds.

Charter schools depend on government funding, and from time to time ~~School~~CPCS and its charter schools may experience funding shortfalls, government revenue reductions, unexpected cash flow needs, or funding deferrals that may cause cash shortages. The Board hereby adopts this policy so that resources can be allocated from within the organization’s charter school network to ensure uninterrupted educational services and to safeguard against funding shortfalls. If a school does not have sufficient funds, ~~School~~CPCS may, with Board approval, temporarily transfer funds from a charter school that has surplus funds to another charter school. This type of interfund transaction is referred to herein as an “intraorganizational loan.” The purpose of this policy is to ensure such loan transactions and balances, and the origin, source, and use of the loan funds, are transparent, auditable, accountable, and approved in writing.

The amounts transferred are accounted for as temporary borrowing between charter schools or accounts and shall be repaid in the same fiscal year, or in the following year, if the transfer takes place within the final 120 calendar days of a fiscal year. In the event that the borrower is unable to repay the “intraorganizational loan” within the period specified, a report shall be provided to the Board on the financial condition of the borrower including, but not limited to the steps necessary to satisfy the loan.

POLICY STATEMENT

Consistent with FCMAT’s and the State Auditor’s guidance, this policy permits intraorganizational loans from a charter school that has surplus funds to another charter school so long as such loans adhere to the procedures set forth herein.

This policy does not permit any loans to third parties and does not apply to regular interfund transactions in the ordinary course of business between a ~~School~~CPCS school’s account and ~~School~~CPCS’s operating account, such as for reimbursement of cash disbursements made to vendors on a school’s behalf or payment of payroll and benefits. As set forth in ~~School~~CPCS’s

BUSINESS/NON-INSTRUCTIONAL**3125-CPCS****INTRAOrganizational Loan Policy**

fiscal policies and procedures, regular interfund transactions are presented on the financial statements as interfund receivables or interfund payables based on the net account balance. In addition, School CPCS prohibits commingling funds to such an extent that the funds become blended. For purposes of this policy, blending means that the identity, origin, and source of the funds are lost or unidentifiable.

PROCEDURES

The ~~Superintendent~~ ~~Executive Director (ED)~~ of CPCS or designee shall monitor cash balances regularly. When there may be a need for funds at a school, the Superintendent ED will assess the reserve funds available for all charter schools. If a school does not have sufficient funds, the Superintendent ED will seek Board approval to make a temporary intraorganizational loan.

All intraorganizational loans must be approved by the Board and documented pursuant to an Intraorganizational Loan Agreement, which shall identify the “lender” and “borrower” accounts and include such terms as the loan amount, repayment period and repayment method (e.g., monthly or quarterly), and a determination that the loan does not adversely affect the public school purposes of the charter school that loans the funds.

The ~~ED~~ Superintendent or designee shall ensure the balance of each intraorganizational loan and the origin, source, and the use of the funds are clear, open, auditable, and accountable. The Superintendent ED shall report to the Board as needed on the financial condition of the borrower and lender accounts, amounts outstanding, and anticipated repayment dates.

BUSINESS/NON-INSTRUCTIONAL**3150-CPCS****RESERVES FISCAL POLICY**

The Board of Directors of California Pacific Charter Schools (“Board”) states its belief that a key element of the financial stability of California Pacific Charter Schools (“School”) is ensuring that adequate levels of reserves are maintained. Reserves are essential in mitigating current and future risks that may occur from unforeseen revenue fluctuations and/or unanticipated expenditures, and to fund all existing programs. Reserves provide cash flow liquidity to fund general operations. Prudent reserves afford the school time to thoughtfully identify and implement budget adjustments.

DEFINITION OF “FUND BALANCE”

“Fund balance” is the difference between a fund's assets and liabilities. As a charter school, California Pacific Charter Schools only has a single fund, and the fund balance in its General Fund represents the reserves available to the organization. The accounting terms “fund balance”, “net asset balance”, “net position”, and “reserves” functionally mean the same thing when applied to the School. For example, if an organization has \$500,000 in assets and \$400,000 in liabilities, its fund balance, net position and net asset balance are all \$100,000, which represents the reserves of the organization. It is important to note that fund balance is not simply cash on hand. Depending on the type of assets and liabilities held by the organization, fund balance can be more or less than just cash balance, which makes it especially important to correctly designate fund balances appropriately to ensure the fiscal solvency of the School.

COMPONENTS OF ENDING FUND BALANCE

1. For charter schools operating as nonprofit corporations like California Pacific Charter Schools, the California Department of Education (CDE) requires this fund balance to be reported in three main components, as follows:
 - a. **“Net Investment in Capital Assets”** is the value of fixed assets such as land, buildings, or major equipment, since these capital assets cannot easily be liquidated and used to cover cash flow needs. Currently, the School has no capital assets.
 - b. **“Restricted Net Position”** refers to net asset balances that are constrained to specific state or federally designated purposes, such as special education, and so are not available for other uses.
 - c. **“Unrestricted Net Position”** represents the remaining amount of fund balance after excluding Net Investment in Capital Assets and Restricted Net Position.
2. The “Unrestricted Net Position” component assigned by CDE can then include additional locally-defined assignments. All locally-defined assignments are then combined and reported as the total “Unrestricted Net Position” for state reporting forms.

BUSINESS/NON-INSTRUCTIONAL**3150-CPCS**

RESERVES FISCAL POLICY**LOCAL ASSIGNMENTS**

The School hereby designates the following locally-defined assignments for its Unrestricted Net Position balance, along with a suggested range for each in the form of a percentage of annual expenditures:

1. Special Education – This assignment represents a reserve for associated costs in the event a school enrolls a student with exceptional needs requiring services that are not covered by the school’s adopted budget or by emergency Special Education Local Plan Area (SELPA) funding. The typical range for this assignment is one to four percent (1-4%) of annual expenditures, and the specific percentage may be set or reset by the Board at any time depending on changing circumstances.

2. Legal - While much can be done to prevent litigation, even the best planning does not eliminate the risk of litigation. This assignment establishes a planned reserve to cover potential legal costs. The typical range for this assignment is one to four percent (1-4%) of annual expenditures, and the specific percentage may be set or reset by the Board at any time depending on changing circumstances.

3. Cash Flow Reserve – This assignment represents a reserve to cover short-term delays in cash receipts from governmental sources. California’s statewide tax base has become increasingly volatile as dependence on capital gains tax and higher-end income tax brackets has increased over time. This has in turn caused the State to defer or delay monthly K-12 apportionments for months at a time and even into the following fiscal year, with deferrals totaling as much as thirty-five percent (35%) of annual funding. For charter schools without sufficient reserves, this has meant resorting to outside lenders and incurring hundreds of thousands of dollars in interest and fees to obtain interim funding to cover payroll and other critical expenses. The recommended level for this assignment is thirty-five percent (35%) of annual expenditures, matching the high end of recent actual deferrals for some schools, but this percentage may be set or reset by the Board at any time depending on changing circumstances.

4. Economic Uncertainty – This assignment represents an overall “safety net” for the School to cover a variety of unforeseen mid-term to long-term economic circumstances, including higher than expected outflows in any of the above three assignments. The onset of the COVID-19 pandemic in 2020 is an excellent example of how unforeseen events can require substantial reserves. Within a space of two months, the State budget projections were changed to reduce

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RESERVES FISCAL POLICY

projected K-12 funding by as much as nineteen percent (19%) for the upcoming year. While federal stimulus ended up mitigating this, there are no guarantees that future unforeseen impacts will be similarly mitigated. The funds designated for economic uncertainty represent the amounts necessary to protect the School from any combination of unforeseen revenue shortfalls, unexpected costs, and economic uncertainties.

5. **Unassigned** - Any remaining Unrestricted Net Position amount not included in any of the above four assignments shall be considered Unassigned.

BUSINESS/NON-INSTRUCTIONAL**3005-CPCS****PURCHASING FISCAL POLICY****PURCHASING**

1. The Superintendent or designee must approve all purchases on behalf of California Pacific Charter Schools (“School”), and may authorize up to \$20,000. The Superintendent or designee may authorize expenditures up to \$30,000 with ratification by the Board of Directors (“Board”). For Special Education purchases related to a student’s Individual Education Plan (IEP), the Superintendent may authorize purchases that exceed \$20,000 with ratification by the Board.
2. The Board must pre-approve contracts over \$20,000, except as related to materials or services outlined in a student's IEP. The Superintendent or designee may approve contracts up to \$30,000 with ratification by the Board.
3. Contracts that are considered routine and ranging \$10,000-\$19,999 should be listed under “Consent” in the Board agenda to be approved/adopted by a single motion.
4. For materials or services outlined in a student's IEP, the Superintendent or designee may authorize materials and/or service expenditures recommended by the IEP team up to \$20,000 without prior Board approval. The Superintendent or designee must confirm the need for the purchase and/or service pursuant to the student’s IEP. The expenditures must be submitted to the Board for ratification at the subsequent board meeting, except for materials and/or service expenditures over \$30,000 which must be approved in advance by the Board.
5. When approving purchases, the Superintendent or designee shall:
 - a. Determine if the expenditure is budgeted.
 - b. Determine if funds are currently available for expenditures (i.e., cash flow).
 - c. Determine if the expenditure is allowable under the appropriate revenue source.
 - d. Determine if the price is competitive and prudent for all purchases. The determination must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services for purchases over \$10,000.
6. All purchases shall be made through the online purchasing system for the purposes of tracking and documentation.
7. Using personal funds to make purchases on behalf of the School shall be avoided to the maximum extent practicable. Employees who use personal funds to make unauthorized purchases shall not be reimbursed. Authorized purchases shall be promptly reimbursed upon submission of the receipts and approval of the Superintendent through the approved online system or by use of an expense reimbursement form as described in the Expense Reimbursement section below.

Contracts for Service

1. Consideration shall be taken of in-house capability and capacity to accomplish services before contracting for them for purchase orders (PO’s) over \$10,000. Such contracts shall

BUSINESS/NON-INSTRUCTIONAL**3005-CPCS****PURCHASING FISCAL POLICY**

- be for task-related services that will be performed at the direction of the School and its Board, which shall ultimately maintain decision-making authority for the School and such services.
2. Written contracts clearly describing the scope of work to be performed shall be maintained for contract service providers over the \$10,000 threshold (e.g., consultants, independent contractors, subcontractors).
 - a. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability and worker's compensation insurance currently in effect. Contract service providers may list the School as an additional insured, to the extent practicable.
 - b. Contract service providers who have contact with students shall be required to submit to fingerprinting requirements via LiveScan in order to comply with Education Code Section 45125.1.
 - c. Contract service providers who have frequent or prolonged contact with students shall be assessed and examined (if necessary) for tuberculosis prior to working with students.
 3. Contracts that must be signed outside of the School's online purchase order system must be approved and signed by the Superintendent.
 4. Contract service providers shall be paid in accordance with approved contracts after work is performed unless otherwise agreed upon in the contract.
 5. The Board must approve all contracts over \$20,000. Contracts up to \$30,000 may be approved with ratification.
 6. The School shall comply with the Political Reform Act, and Government Code Section 1090 et seq., as applicable when entering into any contract.

Asset Inventory

1. An asset is defined as all items, purchased with a value of \$1,000 or more and with a useful life of more than one year.
2. The School shall maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers(s), and any other pertinent information appropriate for documenting assets.
3. The School shall take a physical inventory of all assets before the end of each fiscal year, indicating the condition and location of the asset.
4. The Superintendent shall immediately be notified of all cases of theft, loss, damage, or destruction of assets.
5. The Superintendent shall prepare and submit to the Board written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.
6. Surplus - Technology, devices, or office equipment will be logged on a surplus inventory

BUSINESS/NON-INSTRUCTIONAL**3005-CPCS****PURCHASING FISCAL POLICY**

list and submitted to the Board for authorization to discard upon expiration of warranty or when an item becomes damaged beyond repair or no longer useful to the school. Devices such as chromebooks may be discarded after two to three years and laptops may be discarded after four years or when no longer operating. Computers and peripheral equipment will be disposed of through an approved e-waste program. Items that are no longer of use to the school may be donated to other organizations as appropriate.

Fixed Asset Capitalization and Depreciation

1. Asset purchases that cost \$5,000 or more and have a useful life of more than one year should be capitalized and depreciated.
2. There are two types of assets: depreciable assets, also known as capital assets (this includes land even though it is not depreciated); and assets the School tracks for inventory purposes but does not depreciate. All assets shall be purchased and, when applicable, registered in the name of the School and not the name of an individual.
3. Assets that should be depreciated include furniture, fixtures, buildings, building improvements, and equipment. The straight-line depreciation and amortization method shall be used. Alternative or accelerated depreciation methods may be used when considered necessary and if approved by the Assistant Director of Fiscal Services.
4. Any assets purchased that cost \$5,000 or more should be recorded in a depreciable fixed asset schedule. The depreciable fixed asset schedule should include the following information:
 - Name of the asset
 - Location of the asset
 - Asset class (e.g., equipment)
 - Description
 - Serial number
 - Asset tag number
 - Date purchased and placed in service
 - Vendor purchased from
 - Original cost
 - Depreciation method
 - Estimated useful life
 - Accumulated depreciation
 - Net book value
 - Estimated salvage value, if any

BUSINESS/NON-INSTRUCTIONAL**3005-CPCS****PURCHASING FISCAL POLICY****PURCHASING**

1. The ~~Executive Director~~ **Superintendent** or designee must approve all purchases **on behalf of California Pacific Charter Schools (“School”)**, and may authorize. ~~The Executive Director or designee may authorize expenditures up to \$1020,000.~~ The ~~Executive Director~~ **Superintendent** or designee may authorize expenditures up to **\$1530,000** with ratification by the Board of Directors (“Board”). For Special Education purchases related to a student’s Individual Education Plan (IEP), the ~~Executive Director~~ **Superintendent** may authorize purchases that exceed **\$1020,000** with ratification by the Board.
2. ~~The Board must pre-approve contracts over \$1020,000, except as related to materials or services outlined in a student's IEP.~~ The ~~Executive Director~~ **Superintendent** or designee may approve contracts up to **\$1530,000** with ratification by the Board.
3. ~~Contracts that are considered routine and ranging \$10,000-\$19,999 should be listed under “Consent” in the Board agenda to be approved/adopted by a single motion.~~
4. ~~The Board must approve any expenditures over \$10,000, or that would result in a budget line item variance of \$15,000, whichever is less.~~ The ~~Executive Director~~ **Superintendent** or designee may approve expenditures up to **\$15,000** with ratification by the Board. ¶
5. ~~For materials or services outlined in a student's IEP, the Executive Director~~ **Superintendent** or designee may authorize materials and/or service expenditures recommended by the IEP team up to **\$1520,000** without prior Board approval. The ~~Executive Director~~ **Superintendent** or designee must confirm the need for the purchase and/or service pursuant to the student’s IEP. The expenditures must be submitted to the Board for ratification at the subsequent board meeting, except for materials and/or service expenditures over **\$1530,000** which must be approved in advance by the Board.
6. When approving purchases, the ~~Executive Director~~ **Superintendent** or designee shall:
 - a. Determine if the expenditure is budgeted.
 - b. Determine if funds are currently available for expenditures (i.e., cash flow).
 - c. Determine if the expenditure is allowable under the appropriate revenue source.
 - d. Determine if the price is competitive and prudent for all purchases. The determination must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services for purchases over \$10,000.
7. All purchases shall be made through the online purchasing system for the purposes of tracking and documentation.
8. Using personal funds to make purchases on behalf of ~~California Pacific Charter Schools (“School”)~~ **the School** shall be avoided to the maximum extent practicable. Employees who use personal funds to make unauthorized purchases shall not be reimbursed. Authorized purchases shall be promptly reimbursed upon submission of the receipts and approval of the ~~Executive Director~~ **Superintendent** through the approved online system or by use of an expense reimbursement form as described in the Expense Reimbursement section below.

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Contracts for Service

1. Consideration shall be taken of in-house capability and capacity to accomplish services before contracting for them for purchase orders (PO's) over \$10,000. Such contracts shall be for task-related services that will be performed at the direction of the School and its Board, which shall ultimately maintain decision-making authority for the School and such services.
2. Written contracts clearly describing the scope of work to be performed shall be maintained for contract service providers over the \$10,000 threshold (e.g., consultants, independent contractors, subcontractors).
 - a. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability and worker's compensation insurance currently in effect. Contract service providers may list the School as an additional insured, to the extent practicable.
 - b. Contract service providers who have contact with students shall be required to submit to fingerprinting requirements via LiveScan in order to comply with Education Code Section 45125.1.
 - c. Contract service providers who have frequent or prolonged contact with students shall be assessed and examined (if necessary) for tuberculosis prior to working with students.
3. Contracts that must be signed outside of the School's online purchase order system must be approved and signed by the ~~Executive Director~~ **Superintendent**.
4. Contract service providers shall be paid in accordance with approved contracts after work is performed unless otherwise agreed upon in the contract.
5. The Board must approve all contracts over ~~\$1020,000~~. Contracts up to ~~\$1530,000~~ may be approved with ratification.
6. The School shall comply with the Political Reform Act, and Government Code Section 1090 et seq., as applicable when entering into any contract.

Asset Inventory

1. An asset is defined as all items, purchased with a value of \$1,000 or more and with a useful life of more than one year.
2. The School shall maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers(s), and any other pertinent information appropriate for documenting assets.
3. The School shall take a physical inventory of all assets before the end of each fiscal year, indicating the condition and location of the asset.
4. The ~~Executive Director~~ **Superintendent** shall immediately be notified of all cases of theft,

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- loss, damage, or destruction of assets.
5. The ~~Executive Director~~ **Superintendent** shall prepare and submit to the Board written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.
 6. Surplus - Technology, devices, or office equipment will be logged on a surplus inventory list and submitted to the Board ~~of Directors~~ for authorization to discard upon expiration of warranty or when an item becomes damaged beyond repair or no longer useful to the school. Devices such as chromebooks may be discarded after two to three years and laptops may be discarded after four years or when no longer operating. Computers and peripheral equipment will be disposed of through an approved e-waste program. Items that are no longer of use to the school may be donated to other organizations as appropriate.

Fixed Asset Capitalization and Depreciation

1. Asset purchases that cost \$5,000 or more and have a useful life of more than one year should be capitalized and depreciated.
2. There are two types of assets: depreciable assets, also known as capital assets (this includes land even though it is not depreciated); and assets the School tracks for inventory purposes but does not depreciate. All assets shall be purchased and, when applicable, registered in the name of the School and not the name of an individual.
3. Assets that should be depreciated include furniture, fixtures, buildings, building improvements, and equipment. The straight-line depreciation and amortization method shall be used. Alternative or accelerated depreciation methods may be used when considered necessary and if approved by the Assistant Director of Fiscal Services.
4. Any assets purchased that cost \$5,000 or more should be recorded in a depreciable fixed asset schedule. The depreciable fixed asset schedule should include the following information:
 - Name of the asset
 - Location of the asset
 - Asset class (e.g., equipment)
 - Description
 - Serial number
 - Asset tag number
 - Date purchased and placed in service
 - Vendor purchased from
 - Original cost

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PURCHASING FISCAL POLICY

- Depreciation method
- Estimated useful life
- Accumulated depreciation
- Net book value
- Estimated salvage value, if any

BUSINESS/NON-INSTRUCTIONAL**3011-CPCS**

BANKING AND ACCOUNTS PAYABLE FISCAL POLICY**Bank Check Authorization**

1. All original invoices shall immediately be forwarded to the Accounting Department for processing. Department personnel must carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received and match the PO in the online purchase order system. When receiving tangible goods from a vendor, the person designated to receive deliveries shall trace the merchandise to the packing list and note any items that were not in the shipment. Department personnel will adjust the invoice for any missing items not received before processing for payment.
2. Once matched to the online purchase order system PO, invoices shall be processed for payment. This includes noting the specific budget line item that is to be charged for the specified expenditures and SACS coding as applicable. All invoices and supporting documentation shall be processed on at least a weekly basis. The Accounting Department shall process the invoices for payment only upon receiving sufficient supporting documentation and proper approval.
3. The Superintendent may authorize payment of recurring expenses (e.g., utilities) without a PO when dollar amount falls within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to the Accounting Department in writing and updated on an annual basis.
4. Fund transfers between School bank accounts must be approved by the Superintendent or designee.
5. Change requests from vendors (including requests to change bank account information, contact information, and/or mailing addresses) must be authenticated. For example, confirming by a direct call to that vendor using only the telephone number on file before the change request was received.

Bank Checks

1. The Superintendent shall be authorized to open and close bank accounts, subject to any Board of Directors (“Board”) resolution directing the same. Two overseeing Board members may sign bank checks, subject to any Board resolution or bylaws directing the same.
2. The Superintendent may appoint a designee to process payments on behalf of California Pacific Charter Schools (“School”) and only after the School personnel provide an authorized PO with matching invoice. The designee will ensure that payments are drawn on the appropriate bank fund account.
3. Stampli, the accounts payable automation software, or equivalent if replaced, will be utilized for most payments. The Superintendent will be responsible to approve payments within the system.
4. On the occasion that a bank check must be used, the Executive Assistant will be responsible for all pre-printed check stock and will keep them under lock and key.

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BANKING AND ACCOUNTS PAYABLE FISCAL POLICY

5. Once approved by the Superintendent, the Executive Assistant shall prepare the check based on the check authorization prior to obtaining the appropriate signature(s).
6. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
7. The Accounting Manager shall prepare the journal entry to record the check transaction(s) into the appropriate checkbook and in the general ledger. The journal entry shall be reviewed and posted by the Assistant Director of Finance.
8. Checks and vouchers are stored electronically in the online accounting system.

Bank Reconciliation

1. The Superintendent or designee shall examine all paid checks for date, name, cancellation, and endorsement and report any discrepancies to the Accounting Department. Any discrepancies regarding the paid checks or any undeposited checks over 60 days must be researched by the Accounting Manager and if applicable voided from the accounting system with approval from the Assistant Director of Fiscal Services.
2. The Accounting Department shall prepare a monthly bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation, which shall be reviewed/approved by the Assistant Director of Finance.
3. The Accounting Department shall compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the Superintendent or designee. The bank reconciliation shall be reviewed monthly by the Assistant Director of Finance.
4. The Accounting Manager shall prepare a monthly summary report to be reviewed by the Superintendent.

BUSINESS/NON-INSTRUCTIONAL**3011-CPCS****BANKING AND ACCOUNTS PAYABLE FISCAL POLICY****Bank Check Authorization**

1. All original invoices shall immediately be forwarded to the ~~Administrative Assistant~~ **Accounting Department** for processing. Department personnel must carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received and match the PO in the online purchase order system. When receiving tangible goods from a vendor, the person designated to receive deliveries shall trace the merchandise to the packing list and note any items that were not in the shipment. Department personnel will adjust the invoice for any missing items not received before processing for payment.
2. Once matched to the online purchase order system PO, **invoices shall process invoice for payment.** ~~the Administrative Assistant shall stamp a check authorization on the invoice and complete the required information.~~ **This** ~~includes~~ **noting** the specific budget line item that is to be charged for the specified expenditures and SACS coding as applicable. All invoices and supporting documentation shall be **processed** ~~sent to the Accountant~~ on at least a weekly basis. The ~~Accounting Department~~ **Accountant** shall process the invoices for payment only upon receiving sufficient supporting documentation and proper approval.
3. The ~~Executive Director~~ **Superintendent** may authorize payment of recurring expenses (e.g., utilities) without a PO when dollar amount falls within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to the Accounting Department in writing and updated on an annual basis.
4. **Fund transfers between School bank accounts must be approved by the Superintendent or designee.**
5. **Change requests from vendors (including requests to change bank account information, contact information, and/or mailing addresses) must be authenticated. For example, confirming by a direct call to that vendor using only the telephone number on file before the change request was received.**

Bank Checks

1. The ~~Executive Director~~ **Superintendent** shall be authorized to open and close bank accounts, subject to any Board of Directors (“Board”) resolution directing the same. Two overseeing Board members may sign bank checks, subject to any Board resolution or bylaws directing the same.
2. The ~~Executive Director~~ **Superintendent** may appoint a designee to process payments on behalf of California Pacific Charter Schools (“School”) and only after the School personnel provide an authorized PO with matching invoice. The designee will ensure that payments are drawn on the appropriate bank fund account.
3. StampLi, the accounts payable automation software, or equivalent if replaced, will be utilized for most payments. The ~~Executive Director~~ **Superintendent** will be responsible to approve

BUSINESS/NON-INSTRUCTIONAL**3011-CPCS****BANKING AND ACCOUNTS PAYABLE FISCAL POLICY**

payments within the system.

4. On the occasion that a bank check must be used, the ~~Executive Director~~Executive Assistant will be responsible for all pre-printed check stock and will keep them under lock and key.
5. Once approved by the ~~Executive Director~~Superintendent, the ~~Administrative~~Executive Assistant shall prepare the check based on the check authorization prior to obtaining the appropriate signature(s).
6. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
7. The Accounting Manager shall prepare the journal entry to record the check transaction(s) into the appropriate checkbook and in the general ledger. The journal entry shall be reviewed and posted by the Assistant Director of Finance.
8. Checks and vouchers are stored electronically in the online accounting system.
9. ~~The Accountant shall distribute the checks and vouchers as follows:¶~~
 - a. ~~Original mailed or delivered to payee.¶~~
 - b. ~~Duplicate or voucher attached to the invoice and filed by account number.¶~~
 - c. ~~Canceled Checks filed numerically with bank statements.¶~~

Bank Reconciliation

1. The ~~Executive Director~~Superintendent or designee shall examine all paid checks for date, name, cancellation, and endorsement and report any discrepancies to the ~~Administrative Assistant~~Accounting Department. Any discrepancies regarding the paid checks or any undeposited checks over 60 days must be researched by the ~~Administrative Assistant~~Accounting Manager and if applicable ~~deleted~~voided from the accounting system with approval from the ~~Executive Director~~Assistant Director of Fiscal Services.
2. The ~~Accountant~~Accounting Department shall prepare a monthly bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation, which shall be reviewed/approved by the Assistant Director of Finance.
3. The ~~Administrative Assistant~~Accounting Department shall compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the ~~Executive Director~~Superintendent or designee. The bank reconciliation shall be reviewed monthly by the Assistant Director of Finance.
4. The ~~Accountant~~Accounting Manager shall prepare a monthly summary report to be ~~approved~~reviewed by the ~~Executive Director~~Superintendent. ~~and ratified by the Board.~~

BUSINESS/NON-INSTRUCTIONAL**3012-CPCS**

PURCHASING CARD FISCAL POLICY

All purchases made using the California Pacific Charter School's ("School") Chase Purchasing Card ("Card") must be for official school business and in accordance with the School's fiscal purchasing policy. The card must not be used for personal expenditures regardless of the reason. Unauthorized purchases or misuse of the card may render the individual purchaser liable for the goods or services and corrective action up to and including termination and/or possible criminal charges.

Failure to provide adequate documentation for a purchase will constitute misuse of the card. Adequate documentation consists of at least one of the following documents (referred to hereafter in this policy as the receipt) signed by the cardholder:

1. Original itemized invoice on company letterhead
2. Cash register receipt (itemized)
3. Printed online order form (itemized)
4. Facsimiles of itemized order form (faxed from company)
5. Handwritten itemized voucher from vendor describing items purchased and including original signature, phone number, address and tax identification number
6. Signed affidavit from purchaser itemizing purchase. This option is reserved as a last resort in the case of a lost or stolen original itemized receipt. Abuse of this option will result in reprimand and corrective action.

Note: The customer copy of the charge slip showing only the total charge is not sufficient documentation. The receipt must list specific items purchased.

If an original sales slip/invoice is not available at the time of statement reconciliation, the School is not liable for the purchase and will invoice the cardholder for reimbursement of the charge.

When the Card is issued, the cardholder must sign the Purchase Card Receipt Acknowledgement Form. This form states that the cardholder accepts the responsibility for the protection and proper use of the card. If the procedures are not followed leading to unauthorized use of the card, the cardholder will be held responsible for any cost to the School.

The use of the purchase card is intended for legitimate purchases, such as conference reservations, group meals for meetings with an agenda, hotel reservations, and/or flights, and may be used for routine or planned purchases for business purposes. Generally, the purchase card should not be used for purchases requiring contracts. Additionally, strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to purchase card usage and receipt documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

PURCHASING CARD FISCAL POLICY

Review and Approval of Purchasing Cards

1. The purchasing cardholder will review the card statement to ensure it includes only their own approved charges.
2. The accounting department will review all charges on the card statement against all purchase documents the cardholder submits.
3. Any charges not made by the cardholder will be identified and discussed with the accounting department staff and forwarded to the Assistant Director of Fiscal Services.
4. The Assistant Director of Fiscal Services or designee will review and approve or disapprove all Card use; and the Board of Directors will review and approve or disapprove Card activity through review of the monthly Card statement.
5. The Assistant Director of Fiscal Services will review charges and supporting documentation for the monthly statement before approving any payment.
6. Each Card will have a credit limit of \$10,000. A temporary increase up to the School's combined total credit limit may be coordinated and approved in advance by the Superintendent or designee.
7. The Card will have a single transaction limit of \$2,500; charges above this amount require pre-approval from the Assistant Director of Fiscal Services or designee.
8. All cardholders should report the loss or theft of their Card immediately to Chase Bank and the Assistant Director of Fiscal Services, even if the loss or theft occurs on a weekend or holiday. If a Card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes. When not in use (for example, traveling for School business), the Card should remain locked in the office.

BUSINESS/NON-INSTRUCTIONAL**3012-CPCS****PURCHASING CARD FISCAL POLICY**

All purchases made using the California Pacific Charter School's ("School") Chase Purchasing Card ("Card") must be for official school business and in accordance with the School's fiscal purchasing policy. The card must not be used for personal expenditures regardless of the reason. Unauthorized purchases or misuse of the card may render the individual purchaser liable for the goods or services and corrective action up to and including termination and/or possible criminal charges.

Failure to provide adequate documentation for a purchase will constitute misuse of the card. Adequate documentation consists of at least one of the following documents (referred to hereafter in this policy as the receipt) signed by the cardholder:

1. Original itemized invoice on company letterhead
2. Cash register receipt (itemized)
3. Printed online order form (itemized)
4. Facsimiles of itemized order form (faxed from company)
5. Handwritten itemized voucher from vendor describing items purchased and including original signature, phone number, address and tax identification number
6. Signed affidavit from purchaser itemizing purchase. This option is reserved as a last resort in the case of a lost or stolen original itemized receipt. Abuse of this option will result in reprimand and corrective action.

Note: The customer copy of the charge slip showing only the total charge is not sufficient documentation. The receipt must list specific items purchased.

If an original sales slip/invoice is not available at the time of statement reconciliation, the School is not liable for the purchase and will invoice the cardholder for reimbursement of the charge.

When the Card is issued, the cardholder must sign the Purchase Card Receipt Acknowledgement Form. This form states that the cardholder accepts the responsibility for the protection and proper use of the card. If the procedures are not followed leading to unauthorized use of the card, the cardholder will be held responsible for any cost to the School.

The use of the purchase card is intended for legitimate purchases, such as conference reservations, group meals for meetings with an agenda, hotel reservations, and/or flights, and may be used for routine or planned purchases for business purposes. Generally, the purchase card should not be used for purchases requiring contracts. Additionally, strict enforcement of these procedures must be adhered to in order to operate in compliance with audit requirements in regard to purchase card usage and receipt documentation, and to prevent misuse, fraud, or potential embezzlement of funds.

BUSINESS/NON-INSTRUCTIONAL**3012-CPCS****PURCHASING CARD FISCAL POLICY****Review and Approval of Purchasing Cards**

1. The purchasing cardholder will review the card statement to ensure it includes only their own approved charges.
2. The accounting department will review all charges on the card statement against all purchase documents the cardholder submits.
3. Any charges not made by the cardholder will be identified and discussed with the accounting department staff and forwarded to the Assistant Director of Fiscal Services.
4. The Assistant Director of Fiscal Services or designee will review and approve or disapprove ~~the Administrative Assistant's~~ all Card use; and the Board of Directors ~~or designee~~ will review and approve or disapprove ~~the Executive Director's~~ Card ~~activity~~ use through review of the monthly Card statement.
5. The Assistant Director of Fiscal Services will review charges and supporting documentation for the monthly statement before approving any payment.
6. Each Card will have a credit limit of \$10,000. A temporary increase up to the School's combined total credit limit may be coordinated and approved in advance by the ~~Executive Director~~ Superintendent or designee.
7. The Card will have a single transaction limit of \$2,500; charges above this amount require pre-approval from the Assistant Director of Fiscal Services or designee.
8. All cardholders should report the loss or theft of their Card immediately to Chase Bank and the Assistant Director of Fiscal Services, even if the loss or theft occurs on a weekend or holiday. If a Card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes. When not in use (for example, traveling for School business), the Card should remain locked in the office.

BUSINESS/NON-INSTRUCTIONAL**3015-CPCS****ACCOUNTS RECEIVABLE FISCAL POLICY**

Cash

California Pacific Charter Schools (“School”) will not accept cash for any reason. All forms of payment or reimbursement must be provided to the School in the form of a check, cashier’s check, or through electronic payment, and made payable to the School.

Check Receipts

1. Refunds from vendors will follow School’s refund check deposit procedures.
2. The School shall not transact in cash.
3. Check receipts shall be immediately endorsed by the Student Services Support Specialist or the Executive Assistant with the School’s deposit stamp and shall be endorsed as follows: “California Pacific Charter Schools; For Deposit Only; bank account number.”
4. The Student Services Support Specialist or the Executive Assistant must identify the source of the check and reason and shall log checks received into the Bank Deposit Reconciliation form.
5. The Bank Deposit Reconciliation form shall be completed by the Student Services Support Specialist and the Executive Assistant and submitted to the Superintendent for approval to deposit. The form and documentation for all receipts (copy of check(s), etc.) must be uploaded to the online secure file system for recording by the Accounting Department and reviewed monthly by the Assistant Director of Finance.
6. Deposits must be made within seven (7) business days of receipt of the check(s).
7. The duplicate deposit slip and deposit receipt must be attached to the deposit documentation and forwarded to the Accounting Manager to be filed and recorded monthly.

Returned Check Policy

1. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the Superintendent, payment of the NSF check and processing fee must be made by money order or certified check.
2. In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check fee, the processing fee and any subsequent payment(s) by that individual must be made by cashier’s check or electronic payment.
3. In the case of NSF checks written by parents of students, the School shall work with the parents to reach mutually agreeable arrangements for the repayment of such funds as approved by the Superintendent and/or Board of Directors (“Board”).
4. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Superintendent and/or Board.

BUSINESS/NON-INSTRUCTIONAL**3015-CPCS****ACCOUNTS RECEIVABLE FISCAL POLICY****Cash**

California Pacific Charter Schools (“School”) will not accept cash for any reason. All forms of payment or reimbursement must be provided to the School in the form of a check, cashier’s check, or through electronic payment, and made payable to the School.

Check Receipts

1. Refunds from vendors will follow School’s refund check deposit procedures.
2. The School shall not transact in cash.
3. Check receipts shall be immediately endorsed by the **Student Services Support Specialist or the Executive Assistant**~~Administrative Assistant~~ with the School’s deposit stamp and shall be endorsed as follows: “California Pacific Charter Schools; For Deposit Only; bank account number.”
4. The **Student Services Support Specialist or the Executive Assistant**~~Administrative Assistant~~ must identify the source of the check and reason and shall log checks received into the Bank Deposit Reconciliation form.
5. The Bank Deposit Reconciliation form shall be completed by the **Student Services Support Specialist and the Executive Assistant**~~Administrative Assistant~~ and submitted to the ~~Executive Director~~**Superintendent** for approval to deposit. The form and documentation for all receipts (copy of check(s), etc.) must be uploaded to the online secure file system for recording by the **Accounting Department** and reviewed monthly by the Assistant Director of Finance.
6. Deposits must be made within ~~five~~**seven (7) business** days of receipt of the check(s).
7. The duplicate deposit slip and deposit receipt must be attached to the deposit documentation and forwarded to the **Accounting Manager** to be filed and recorded monthly.

Returned Check Policy

1. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the **Superintendent**~~Executive Director~~, payment of the NSF check and processing fee must be made by money order or certified check.
2. In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check fee, the processing fee and any subsequent payment(s) by that individual must be made by cashier’s check or electronic payment.
3. In the case of NSF checks written by parents of students, the School shall work with the parents to reach mutually agreeable arrangements for the repayment of such funds as approved by the **Superintendent**~~Executive Director~~ and/or Board of Directors (“Board”).
4. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the **Superintendent**~~Executive Director~~ and/or Board.

BUSINESS/NON-INSTRUCTIONIONAL**3020-CPCS**

EXPENSES FISCAL POLICY**Expense Reimbursement**

1. Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of California Pacific Charter Schools (“School”) shall be reimbursed upon approval from the Superintendent. Employees receiving a stipend approved by the Superintendent for supplies may not exceed the stipend amount. Pre-approval by the Superintendent is required in the event the employee wishes to purchase an item that exceeds the amount of the stipend.
2. Expense reimbursement requests should be submitted within thirty (30) days of the date of the expense through the approved online system or an expense reimbursement form, for approval by the Superintendent.
3. In the event of a lost/missing receipt, an employee may not be reimbursed. However, if the expense is under \$75.00, a “Lost or Missing Receipt Form” must be completed and signed by the purchaser and a supervisor. The purchaser should make every effort to obtain a receipt or other documentation before this option may be considered.
4. The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a MapQuest/Google map or the like, with the request for reimbursement.

Travel

1. The School will only reimburse actual and necessary expenditures for staff for travel that is approved in advance by the Superintendent, or if required by the Board of Directors (“Board”). Such pre-approved travel must be for School-related purposes, such as testing and professional development, shall follow the reimbursement rates established by the Internal Revenue Service, and shall not exceed \$1,500 without pre-approval from the Superintendent or designee. All expenditures must have scanned copies of itemized original receipts, regardless of the amount.
2. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement.
3. Associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses for employees on approved travel.

EXPENSES FISCAL POLICY

Board Member Expenses

1. A Board member incurring pre-authorized expenses while carrying out the duties of the School shall be reimbursed for such actual and necessary expenses upon completion and signing of an expense reimbursement report.
2. The expense reimbursement report must be submitted to the Superintendent within thirty (30) days of the date of the expense.
3. The Superintendent shall review the expense reimbursement report, and upon the determination that the expenses were pre-approved and were incurred while carrying out the duties of the School shall approve and sign the expense reimbursement report and submit it to the Executive Assistant for reimbursement.

BUSINESS/NON-INSTRUCTIONIONAL**3020-CPCS****EXPENSES FISCAL POLICY**

Expense Reimbursement

1. Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of California Pacific Charter Schools (“School”) shall be reimbursed upon approval from the ~~Executive Director~~ **Superintendent**. Employees receiving a stipend approved by the ~~Executive Director~~ **Superintendent** for supplies may not exceed the stipend amount. Pre-approval by the ~~Executive Director~~ **Superintendent** is required in the event the employee wishes to purchase an item that exceeds the amount of the stipend.

2. Expense reimbursement requests ~~must~~ **should** be submitted within thirty (30) days of the date of the expense through the approved online system or an expense reimbursement form, for approval by the ~~Executive Director~~ **Superintendent**.

3. **In the event of a lost/missing receipt, an employee may not be reimbursed. However, if the expense is under \$75.00, a “Lost or Missing Receipt Form” must be completed and signed by the purchaser and a supervisor. The purchaser should make every effort to obtain a receipt or other documentation before this option may be considered.**

4. The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a MapQuest/Google map or the like, with the request for reimbursement.

Travel

1. The School will only reimburse actual and necessary expenditures for staff for travel that is approved in advance by the ~~Executive Director~~ **Superintendent**, or if required by the Board of Directors (“Board”). Such pre-approved travel must be for School-related purposes, such as testing and professional development, shall follow the reimbursement rates established by the Internal Revenue Service, and shall not exceed \$1,500 **without pre-approval from the Superintendent or designee**. All expenditures must have scanned copies of itemized original receipts, regardless of the amount.
2. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement.
3. Associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses for employees on approved travel.

BUSINESS/NON-INSTRUCTIONIONAL

3020-CPCS

EXPENSES FISCAL POLICY

Board Member Expenses

1. A Board member incurring pre-authorized expenses while carrying out the duties of the School shall be reimbursed for such actual and necessary expenses upon completion and signing of an expense reimbursement report.
2. The expense reimbursement report must be submitted to the ~~Executive Director~~ Superintendent within thirty (30) days of the date of the expense.
3. The ~~Executive Director~~ Superintendent shall review the expense reimbursement report, and upon the determination that the expenses were pre-approved and were incurred while carrying out the duties of the School shall approve and sign the expense reimbursement report and submit it to the ~~Administrative~~ Executive Assistant for reimbursement.



Lost or Missing Receipt Form

This form is to be used when an invoice, itemized receipt, or other supporting documentation is misplaced or not received. The standard procedure is to submit the original itemized receipt or invoice as supporting documentation for expenditures.

The purchaser must make every effort to obtain a copy of the receipt or other documentation to support the expense(s). Most restaurants, hotels, airlines, and car rental agencies can provide copies of missing receipts upon request.

Supervisor approval is *required*.

Expense must be less than \$75.00.

This affidavit is submitted in lieu of original receipt and attests:

- No original receipt for this expense is available.
- I have attached a duplicate of this receipt if available, and proof of payment if applicable.
- The expense was incurred on behalf of California Pacific Charter Schools.
- The item and the amount of the expense are accurate.
- No reimbursement of this expense has been or will be sought or accepted from any other source.

Descriptions of expense (if missing receipt is for a meal with multiple employees, must state reason and the names of the employees covered by receipt):

Amount: _____ Date: _____ Vendor: _____

Claimant Signature: _____ Supervisor Signature: _____

BUSINESS/NON-INSTRUCTIONAL**3025-CPCS**

FINANCE FISCAL POLICY**Financial Reporting**

1. The Superintendent and Assistant Director of Finance will work collaboratively to prepare the annual financial budget for approval by the Board of Directors (“Board”) including revenue calculators and assumptions at the time of budget adoption.
2. The Assistant Director of Finance shall submit a monthly balance sheet and monthly revenue and expense summaries to the Superintendent including a review of the discretionary accounts and any line items that result in a budget variance of \$10,000, or 3% whichever is higher. The report may be reviewed at the next regular Board meeting and action will be taken to approve variances and/or adjust the budget as needed.
3. The Assistant Director of Finance will provide the Superintendent and the Board with additional financial reports, as needed or requested in addition to the reports as specified in Education Code section 47604.33, namely:
 - a. On or before July 1, a preliminary budget.
 - b. On or before December 15, a first interim financial report, reflecting changes through October 31.
 - c. On or before March 15, a second interim financial report, reflecting changes through January 31.
 - d. On or before September 15, a final unaudited report for the full prior fiscal year.
4. Reports will be provided to chartering authority or authorities and the county superintendent of schools within their prescribed budget timelines.

Journal Entries

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) by the Accounting Manager before entering into the accounting system.
2. Journal entries shall be prepared by the Accounting Manager and reviewed/approved by the Assistant Director of Finance or designee. All entries should be made soon after the underlying accounting event to ensure the financial reporting is current. All entries are to be supported by sufficient, appropriate documentation that clearly shows the justification and authorization for the transaction.

Accounting Reconciliations

Reconciliations shall be prepared on a monthly basis by the Accounting Manager and reviewed/approved by the Assistant Director of Finance.

FINANCE FISCAL POLICY

Retention of Records

1. Public Records Act. California Pacific Charter Schools (“School”) acknowledges that all of its records that relate in any way to the operation of the School shall be treated as public records subject to the requirements of the California Public Records Act (Cal. Gov. Code, § 6250 et seq.) as well as Education Code section 47604.3.
2. Financial records, including transaction ledgers, attendance and entitlement records, and payroll records will be retained for a minimum of seven (7) years. At the discretion of the Board or Superintendent, certain documentation may be maintained for a longer period of time.
3. Financial records shall be shredded and securely recycled at the end of their retention period.
4. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, shall be regularly prepared and stored in a secure off-site location, separate from the School.

BUSINESS/NON-INSTRUCTIONAL**3025-CPCS****FINANCE FISCAL POLICY****Financial Reporting**

1. The ~~Executive Director~~ **Superintendent** and Assistant Director of Finance will work collaboratively to prepare the annual financial budget for approval by the Board of Directors (“Board”) including revenue calculators and assumptions at the time of budget adoption.
2. The Assistant Director of Finance shall submit a monthly balance sheet and monthly revenue and expense summaries to the ~~Executive Director~~ **Superintendent** including a review of the discretionary accounts and any line items that result in a budget variance of \$10,000, or 3% whichever is higher. The report ~~will~~ **may** be reviewed at the next regular Board meeting and action will be taken to approve variances and/or adjust the budget as needed.
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4. Reports will be provided to chartering authority or authorities and the county superintendent of schools within their prescribed budget timelines.

Journal Entries

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) by ~~the Accountant~~ **the Accounting Manager** before entering into the accounting system.
2. Journal entries shall be prepared by the ~~Accountant~~ **Accounting Manager** and reviewed/approved by the Assistant Director of Finance or designee. All entries should be made soon after the underlying accounting event to ensure the financial reporting is current. All entries are to be supported by sufficient, appropriate documentation that clearly shows the justification and authorization for the transaction.

Accounting Reconciliations

Reconciliations shall be prepared on a monthly basis by the ~~Accountant~~ **Accounting Manager** and reviewed/approved by the Assistant Director of Finance.

FINANCE FISCAL POLICY

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3. Financial records shall be shredded and securely recycled at the end of their retention period.
4. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, shall be regularly prepared and stored in a secure off-site location, separate from the School.

BUSINESS/NON-INSTRUCTIONIONAL**3135-CPCS**

GIFT ACCEPTANCE POLICY

California Pacific Charter Schools (“School”) accepts gifts for purposes that will help the organization further and fulfill its mission. The School urges all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts, including the resulting tax consequences. The following policies and guidelines govern acceptance of gifts made to the School for the benefit of any of its operations, programs or services.

Donations will only be accepted upon approval of the Board of Directors (“Board”) at a public board meeting. The Board meeting agenda will state the pertinent information regarding the donation including the name of the donor and any other information necessary for public notice. The Board will ensure that no donation accepted will be in conflict with the Board’s obligation under the conflict of interest policy and the individual members’ financial disclosure requirements in the Statement of Economic Interest.

Use of Legal Counsel - The School will seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:

- A. Transactions with potential conflicts of interest.
- B. Primary Benefit - whether the primary benefit is to the School, versus the donor.
- C. Public Relationships - whether acceptance of the gift damages the reputation of the School.

Restrictions on Gifts - The School will not accept gifts that (a) would result in the School violating its corporate charter, (b) would result in the School losing its status as an IRC § 501(c)(3) not-for-profit organization, (c) would result in any unacceptable consequences for the School, or (d) are for purposes outside the School’s mission. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Board, in consultation with the Executive Director. The primary consideration will be the impact of the gift on the organization.

Gifts Generally Accepted Without Review of Legal Counsel - Gifts without donor restrictions are acceptable by check, money order, wire transfer, third party processor (such as PayPal), or ACH. Donors wishing to make a gift must request banking information from the Assistant Director of Fiscal Services to ensure funds are delivered to an official School account. Appropriate documentation regarding the donation must be provided prior to the donation being made.

Gifts Generally Not Accepted -

- A. Gifts of real property, personal property or securities may not be accepted by the School. Such gifts are too difficult or too expensive to administer in relation to their value.
- B. Gifts requiring the School to assume financial or other obligations will not be accepted.
- C. Documents naming the School as trustee or requiring the School to act in any fiduciary capacity will not be accepted.

BUSINESS/NON-INSTRUCTIONIONAL**3135-CPCS****GIFT ACCEPTANCE POLICY**

California Pacific Charter Schools (“~~School~~”~~CPCS~~) accepts gifts for purposes that will help the organization further and fulfill its mission. ~~CPCS~~The ~~School~~ urges all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts, including the resulting tax consequences. The following policies and guidelines govern acceptance of gifts made to ~~CPCS~~the ~~School~~ for the benefit of any of its operations, programs or services.

Donations will only be accepted upon approval of the Board of Directors (“~~Board~~”) at a public board meeting. The ~~B~~board meeting agenda will state the pertinent information regarding the donation including the name of the donor and any other information necessary for public notice. The ~~Board of Directors~~ will ensure that no donation accepted will be in conflict with the Board’s obligation under the conflict of interest policy and the individual members’ financial disclosure requirements in the Statement of Economic Interest.

Use of Legal Counsel - ~~CPCS~~The ~~School~~ will seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:

- A. Transactions with potential conflicts of interest.
- B. Primary Benefit - whether the primary benefit is to ~~CPCS~~the ~~School~~, versus the donor.
- C. Public Relationships - whether acceptance of the gift damages the reputation of ~~CPCS~~the ~~School~~.

Restrictions on Gifts - ~~CPCS~~The ~~School~~ will not accept gifts that (a) would result in ~~CPCS~~the ~~School~~ violating its corporate charter, (b) would result in ~~CPCS~~the ~~School~~ losing its status as an IRC § 501(c)(3) not-for-profit organization, (c) would result in any unacceptable consequences for ~~CPCS~~the ~~School~~, or (d) are for purposes outside ~~CPCS~~the ~~School~~’s mission. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the ~~Board of Directors~~, in consultation with the Executive Director. The primary consideration will be the impact of the gift on the organization.

Gifts Generally Accepted Without Review of Legal Counsel - Gifts without donor restrictions are acceptable by check, money order, wire transfer, ~~third party processor (such as PayPal)~~, or ACH. Donors wishing to make a gift ~~by ACH~~ must request banking information from the Assistant Director of Fiscal Services ~~to ensure funds are delivered to an official School account~~. Appropriate documentation regarding the donation must be provided prior to the donation being made.

Gifts Generally Not Accepted -

- A. Gifts of real property, personal property or securities may not be accepted by ~~CPCS~~the ~~School~~. Such gifts are too difficult or too expensive to administer in relation to their value.
- B. Gifts requiring ~~CPCS~~the ~~School~~ to assume financial or other obligations will not be accepted.

BUSINESS/NON-INSTRUCTIONIONAL

3135-CPCS

GIFT ACCEPTANCE POLICY

- C. Documents naming ~~CPCS~~the School as trustee or requiring ~~CPCS~~the School to act in any fiduciary capacity will not be accepted.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

1. **ACCEPTANCE OF ORDER:** California Pacific Charter School (hereinafter “Buyer”) offers to Contractor, Seller or Supplier (hereinafter “Seller”) this purchase order (hereinafter “Order”). Acceptance by Buyer is strictly limited to its terms. Buyer shall not be bound by any term or condition whatsoever that is different from or in addition to the terms and conditions of this Order, whether or not such term or condition will materially alter this Order. Seller's commencement of performance or acceptance of this Order in any manner shall be considered acceptance of this Order as written.

2. **DATE/TERM:** The effective date of this Order is the requested date of the order and the term shall be the month(s) listed on the Order and shall be between August 27, 2021 and June 3, 2022 unless terminated earlier per terms and conditions below.

3. **NO EMPLOYMENT RELATIONSHIP:** Notwithstanding any language in these Terms and Conditions to the contrary, the parties intend that their relationship will be only as set forth in this Order. Neither party nor any employee, agent, officer, or independent contractor of or retained by either party shall be considered an agent or employee of the other party for any purpose or entitled to any of the benefits that the other party provides for any of the other party’s employees. Furthermore, each party acknowledges that it shall be responsible for all federal, state and local taxes for it and its employees and reports relative to fees under this Order and each party will indemnify and hold the other party harmless from any failure to file necessary reports or pay such taxes.

4. **SPECIFICATIONS:** All Item(s) ordered to specifications shall comply with such specifications current as of the date of this Order unless otherwise specified by Buyer.

5. **PERFORMANCE REQUIREMENTS:** Quality Level - Seller shall maintain a quality level of zero defects on all Item(s) shipped to Buyer (hereinafter “Items”).

6. **CHANGES:**

6.1 Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, samples or other description to which the Item(s) are to conform, in methods of shipment and packaging, or place of delivery. If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

delivery schedule, or both, and this Order modified accordingly. Any claim for an equitable adjustment must be made within thirty (30) days of the receipt of such notice. The equitable adjustment shall be made based on negotiations between Buyer and Seller. Nothing in this clause shall excuse the Seller from proceeding without delay to perform this Order as changed. Seller shall make no substitutions or changes to the form, fit, or function of the Item(s) furnished to Buyer by Seller hereunder without prior written notice and approval in writing from Buyer.

- 6.2** The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Order, nor excuse or constitute a waiver of any defects or nonconformity in any Item(s) furnished under this Order, nor change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the prices and delivery schedules contained herein.

7. INVOICES, TERMS, AND PAYMENT:

- 7.1** All invoices for Item delivered and Service performed shall be sent to Buyer by one of the following methods of the Sellers choosing not longer than 5 days after shipment of item(s) or delivery of service(s):
- a. Emailed to California Pacific Charter School, Accounts Payable Department at epdservices@cal-pacs.org.
 - b. Submitted via OPS vendor login on Seller's account (Service vendors only)..
- 7.2** Seller agrees to cancel any item listed as backordered or out of stock at the time order is submitted, and will remove said items from invoice prior to sending to Buyer.
- 7.3** Seller agrees that if it has failed to send invoice as outlined in section 7.1, Buyer may generate an invoice on Sellers behalf corresponding to the item(s) and/or service(s) on the Order.
- 7.4** Seller shall provide not less than 30 days for Buyer to provide payment of Order.
- 7.5** Seller shall be paid by ACH and agrees to complete Sellers profile in order to execute ACH payments. Buyer may mail payment to Seller via check if ACH is not possible. Seller agrees that a \$35 fee will be charged for any request to void and reissue lost, stolen, or misplaced checks.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER**8. WARRANTY:**

- 8.1** Seller shall warrant that Items supplied by Seller are new unless specifically approved in advance by Buyer in writing. Items shall not be surplus, reconditioned, recovered or remanufactured unless approved by Buyer in writing in advance.
- 8.2** Seller shall reimburse Buyer for all expenses associated with correcting any defect, failure, authenticity and conformance of the Item(s) including repair, refurbishment, exchange and any other costs associated with correcting the defect, failure, authenticity and conformance at either the Buyer's location or at the Buyer's Customer location.
- 8.3** Any other specific product or service warranty shall be expressly included in the manufacturer's standard publications, proposal or quotations.

9. TERMINATION: Buyer shall have the right to terminate this Order following a written notice to Seller as follows:

- 9.1** For Convenience – Buyer may terminate this Order for convenience at any time with written notice to Seller. In case of such termination for convenience Seller shall submit all invoices for amounts due within five (5) days after the date of such termination notice. Seller shall maintain complete and accurate records to support Seller's claimed costs. Such records shall be available for verification through audit and analysis by the Buyer. The Buyer's maximum liability shall be limited to the following:
- a. In no event shall Seller be entitled to any amount above monies paid and/or owed for Services performed up to the date of such termination notice.
 - b. Seller shall have no claim for any consequential damages, including but not limited to loss of profit, arising out of any such termination for convenience.
- 9.2** For Cause — The Buyer may, terminate this Order for cause immediately upon written notice to Seller, for any of the following circumstances:
- a. If Seller fails to perform the Services competently or commits acts or omissions which could, in Buyer's sole and unfettered discretion, expose Buyer to potential legal or administrative exposure;
 - b. If Seller fails to deliver the Item in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof, or which, in Buyer's sole and unfettered discretion, are otherwise defective or could expose Buyer to potential legal or administrative exposure; or
 - c. If Seller fails to perform any of the material terms of this Order. In the event of any of the above and subject to Buyer's sole and unfettered discretion, if

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

Sellers failure is subject to cure, Seller shall have ten (10) calendar days (or such longer period as the Buyer may authorize in writing) to cure such failure.

10. LIMITATION OF LIABILITY/DISCLAIMER OF DAMAGES: Buyer's maximum aggregate liability for its acts or omissions hereunder shall be limited to a sum no greater than the aggregate value of the Item (or Services) per the Order issued. FURTHER, IN NO EVENT SHALL BUYER BE LIABLE FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ITS ACTS OR OMISSIONS HEREUNDER.

11. RELEASE OF NEWS INFORMATION AND ADVERTISING: Seller shall not, without the prior written consent of Buyer in advance:

- a. make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Order, or
- b. in any manner advertise or publish the fact that Buyer has placed this Order.

12. SELLER'S DATA:

12.1 Seller agrees that all data or information, regardless of form and including but not limited to tapes, photo prints and other graphic information, furnished with Item(s) or required to be furnished by this Order, together with any information furnished orally, shall be free from proprietary restriction. Data for which a restrictive use marking is authorized herein or by special agreement, may be duplicated and used by Buyer as required.

12.2 To the extent that Seller establishes a claim to statutory copyright in any data first produced and furnished in the performance of this Order, Seller grants the Buyer a royalty-free, perpetual, nonexclusive, irrevocable, worldwide license to publish, distribute, translate, duplicate, exhibit, or perform any such data copyrighted by the Seller with the right to grant sublicenses.

12.3 Seller agrees to grant a license for the benefit of Buyer of the same scope set forth in Section 12.2 to any technical data delivered under this Order that are copyrighted by Seller.

12.4 Seller further agrees not to knowingly include any material copyrighted by others in technical data delivered under this Order without first obtaining, at no additional cost and for the benefit of Buyer, a license therein.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER**13. LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE (AS APPLICABLE):**

Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment or Item(s) shall remain the sole and exclusive property of Seller. Seller grants the Buyer a royalty-free, perpetual, worldwide, irrevocable, nonexclusive license to use such software only in or with the equipment or Item(s). Upon such transfer of software and equipment or Item(s), Buyer may make and distribute archival copies of the software.

14. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): If Seller requires access to student data for the performance of Services, Seller agrees to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), and all requirements imposed by or pursuant to applicable regulations of the Department of Education and the Buyer to the end that the rights and privacy of the students enrolled in the Buyers schools are not violated, as follows. No student data will be provided to the Vendor other than student name and grade data that are included on the Order. Any additional information must be collected directly from the student's parent/guardian. Seller recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the Buyer shall have the right to revoke such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon learning of noncompliance by Seller. This assurance is binding Seller on and such persons as may be employed by Seller to assist in any phase of the contractual obligation to the Buyer, including independent contractors. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.

15. INDEMNIFICATION: Seller shall defend, hold harmless and indemnify the Buyer, its Board members, administrators, employees, agents, attorneys and volunteers ("Buyer") from and against all claims, injuries, damages, lossessuits, or demands, including for attorney's fees, arising out of or in connection with the performance of this Order except for injuries and damages caused by the willful misconduct or sole gross negligence of Buyer. The indemnity requirements provided herein shall survive the termination or expiration of the contract.

16. INSURANCE:

16.1 General: Seller shall procure and maintain for the duration of the Order, at its sole expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Items supplied and/or Services delivered to Buyer.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

16.2 Minimum Scope of Insurance: Seller shall obtain insurance of the type described below:

- a. Commercial General Liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) and include products coverage with limits of at least \$100,000 per occurrence, \$100,000 general aggregate and a \$1,000,000 products liability aggregate limit.
- b. For Sellers categorized by Buyer in its sole and unfettered discretion as providing high risk services, Commercial General Liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) and include products coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 general aggregate.
- c. Buyer shall be named as an additional insured under Seller's Commercial General Liability insurance policy using ISO Additional Insured-Sellers Endorsement CG 20-15 or a substitute endorsement providing equivalent coverage.

16.3 Other Insurance Provisions:

- a. Seller's coverage shall be primary insurance as respects Buyer. Any insurance, self-insurance or insurance pool coverage maintained by Buyer shall be excess of Seller's insurance and shall not contribute with it.
- b. Seller's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice provided to Buyer.

16.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of no less than A-, VII, unless otherwise acceptable to Buyer.

16.5 Verification of Coverage: Seller shall furnish Buyer with original certificates and endorsements, including but not limited to the additional insured endorsement, evidencing compliance with the insurance requirements above before Items or Services will be accepted by Buyer.

16.6 Special Risks or Circumstances: Buyer reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

17. FORCE MAJEURE: The Seller shall be excused from late and non-delivery of goods hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials,

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

products, or facilities by the government, when satisfactory evidence thereof has been presented to the Buyer providing it is satisfactorily established that the late or non-delivery is not due to the fault or negligence of the party not performing.

18. ASSIGNMENT: Buyer may assign in whole or in part any of its rights and obligations under this Order without the prior consent of the other party. Seller shall not assign any part of its rights or obligations under this Order without the advance express written consent of Buyer. The terms and conditions of this Order shall bind any permitted successors and assigns of either party.

19. COMPLIANCE WITH LAWS: Seller warrants that it will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Order including any employment, health or safety agency regulations.

20. REMEDIES, NON-WAIVER AND INVALIDITY: Any and all failures, delays, or forbearances of either Party in insisting upon or enforcing at any time or times any of the terms and conditions of this Order, or to exercise any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such terms and conditions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. The invalidity in whole or in part of any term and condition contained herein shall not affect the validity of any other term and condition. The rights and remedies provided Buyer pursuant to these terms and conditions shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any term and condition hereof shall not constitute a waiver of any other breach.

21. APPLICABLE LAW: This Order shall be governed by, construed and enforced in accordance with the laws of the State of California.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

22. WAIVER: This Order shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of the parties. The failure to exercise any right under this Order shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any: a) subsequent breach of such term, provision, covenant or condition; or b) other term, provision, covenant, or condition.

23. SEVERABILITY: If any term or condition of this Order is held invalid or unenforceable for any reason, the remaining provisions of this Order shall continue in full force and effect as if this Order had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Order will not defeat the overall intent of the parties. In such a situation, the parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.

24. ENTIRE AGREEMENT: This Order is intended by the Buyer and Seller as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No Amendment or change of any kind shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER

THE FOLLOWING PROVISIONS ARE REQUIRED IN PURCHASE ORDERS FOR SERVICES THAT ARE RENDERED IN A LIVE IN-PERSON OR LIVE VIRTUAL SESSION, CLASS, LAB, OR OTHER APPOINTMENT WHERE STUDENTS AND INSTRUCTORS, TEACHERS, STAFF, OR OTHER VENDOR PERSONNEL ARE TOGETHER.

25. FINGERPRINT CLEARANCE: Under Education Code Section 45125.1, Seller including all employees, agents, independent contractors, and subcontractors performing Services under this Order shall obtain and provide fingerprint background clearance through the California Department of Justice (DOJ) screening process to Buyer prior to performing any Services. Under this Order, Seller will ensure that it and its employees, agents, independent contractors, and subcontractors performing Services under this Order will not allow any person to provide services or otherwise interact with students whom, per the Buyer, may be deemed to compromise student safety or the integrity of the school. Sellers, so long as they are not a sole proprietorship, using their own Originating Agency Identification (ORI) number to provide screening service shall forward all reports received from the DOJ for individuals in contact with the schools students.

Coversheet

Approval of CliftonLarsonAllen (CLA) Tax Form 990 Return and California Tax Form 199 Return - Year Ended June 30, 2022

Section: XI. Business/Financial Services
Item: A. Approval of CliftonLarsonAllen (CLA) Tax Form 990 Return and California Tax Form 199 Return - Year Ended June 30, 2022
Purpose: Vote
Submitted by: Shannon Green
Related Material: 2021 CalPac 990 and 199 FINAL.pdf

BACKGROUND:

California Pacific Charter School's outside public accounting firm CLA (Clifton Larson Allen) has completed the organization's federal and state tax returns for the year 2021 (related to the fiscal year ended June 30, 2022). These tax returns have been reviewed by management and were found to be complete and accurate.

RECOMMENDATION:

It is recommended the Board approve the CLA Form 990 Return and California Form 199 Return.



Instructions

Included in this DocuSign are the assembled copies of the filings for the organization's records as follows:

1. **Internal Copy:** Includes all letters, instructions, and return pages without any redaction. Please review this file, sign, and date where indicated and submit back to CLA.
2. **Public Inspection Copy:** Redacted to just the information that is required for public inspection. If anyone from the public were to request a copy of the return or if the return were to be posted, the Public Inspection Copy should be used.

Please note:

After the documents have been e-signed and you click 'Finish' - DocuSign will give you the option to log-in - you can log-in at that time and download the executed documents; alternatively, DocuSign will send you another email indicating that the documents have been 'finished' and you can click that link to download and/or print the documents. **Downloading is important as you will not be receiving a paper copy. You have 120 days to download.**

CLA cannot e-file any return until its signed e-file authorization is returned to CLA.

CLA does recommend all returns included in each PDF be signed and dated for your records.

CLA is not making any payments as part of the e-file or submitting any paper returns on your behalf.

Please initial to indicate that you have read and understand the above:

A blue DocuSign signature box containing the handwritten initials 'CF'. The box has 'DS' in the top right corner and a horizontal line at the bottom.

[CLAconnect.com](https://www.claconnect.com)

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://www.claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





CliftonLarsonAllen LLP
CLAconnect.com

CALIFORNIA PACIFIC CHARTER SCHOOLS
FORM 990 INCOME TAX RETURN
FOR YEAR ENDED JUNE 30, 2022



CliftonLarsonAllen LLP
CLAconnect.com

April 20, 2023

California Pacific Charter Schools
940 South Coast Drive Suite 185
Costa Mesa, CA 92626
Attention: Christine Feher

Dear Christine,

Enclosed is the organization's 2021 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Please return Form 8879-TE to us as soon as possible, but no later than by May 15, 2023 the filing deadline.

In addition, tax-exempt organizations must make available for public inspection a copy of their annual returns for the preceding three years and exemption application, if applicable. An organization generally must furnish filings to anyone who requests them in person or in writing. An exempt organization may meet this requirement by posting all the documents on its website or at another organizations site as part of a database of similar materials. Specific requirements must be met to meet this exception.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

A few final reminders relating to your tax return filings:

- There are substantial penalties for failure to properly disclose and report foreign financial accounts and foreign activity. Please make sure you have informed us of any foreign financial accounts or foreign activity so that we have the necessary information to complete any required disclosures or filings.
- Be sure to review the returns prior to signing as you have final responsibility for all information included in the returns. Please contact us if you have any questions or concerns.
- We recommend you keep a paper or electronic copy of your tax returns permanently. Supporting documentation should be kept for a minimum of seven years based on IRS guidance.

CLA exists to create opportunities – for our clients, our people, and our communities. We value our relationship with you and thank you for your trust and confidence in allowing us to serve you. If we can assist you in making strategic, informed decisions in areas of tax or beyond, please contact us as questions arise throughout the year.

Form **8879-TE**

IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

For calendar year 2021, or fiscal year beginning JUL 1, 2021, and ending JUN 30, 2022

2021

Department of the Treasury
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879TE for the latest information.**

Name of filer

CALIFORNIA PACIFIC CHARTER SCHOOLS

EIN or SSN

83-2637864

Name and title of officer or person subject to tax **CHRISTINE FEHER
SUPERINTENDENT**

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not complete more than one line in Part I.**

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b <u>10,757,771.</u>
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 5)	9b _____
10a Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize CLIFTONLARSONALLEN LLP to enter my PIN 41740
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax Christine Feher

Date 4/20/2023

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

9540525902

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature MEI-LI HUANG

Date 04/20/23

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Privacy act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2021)

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2021

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the **2021** calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

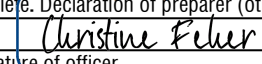
B Check if applicable: <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization CALIFORNIA PACIFIC CHARTER SCHOOLS Doing business as		D Employer identification number 83-2637864
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 940 SOUTH COAST DRIVE SUITE	E Telephone number (949)-752-0527	
	City or town, state or province, country, and ZIP or foreign postal code COSTA MESA, CA 92626		G Gross receipts \$ 10,757,771.
	F Name and address of principal officer: CHRISTINE FEHER SAME AS C ABOVE		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶
	I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		J Website: ▶ HTTPS://WWW.CAL-PACS.ORG
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			L Year of formation: 2020
M State of legal domicile: CA			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: CALPAC'S MISSION IS TO SUPPORT AND ENCOURAGE ALL STUDENTS TO RELENTLESSLY PURSUE THEIR LIFE GOALS		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	112
	6 Total number of volunteers (estimate if necessary)	6	0
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 8,693,440.	Current Year 10,506,040.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	15,849.	6,195.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	959,475.	245,536.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	9,668,764.	10,757,771.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	5,252,596.	7,040,780.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,410,650.	2,226,915.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	7,663,246.	9,267,695.	
19 Revenue less expenses. Subtract line 18 from line 12	2,005,518.	1,490,076.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 7,717,345.	End of Year 6,777,233.
	21 Total liabilities (Part X, line 26)	3,872,793.	1,442,605.
	22 Net assets or fund balances. Subtract line 21 from line 20	3,844,552.	5,334,628.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer  Signature of preparer (other than officer) is based on all information of which preparer has any knowledge.	Date 4/20/2023			
	Type or print name and title CHRISTINE FEHER, SUPERINTENDENT				
Paid Preparer Use Only	Print/Type preparer's name MEI-LI HUANG	Preparer's signature MEI-LI HUANG	Date 04/20/23	Check if self-employed <input type="checkbox"/>	PTIN P02383735
	Firm's name ▶ CLIFTONLARSONALLEN LLP Firm's address ▶ 2210 EAST ROUTE 66 GLENDORA, CA 91740	Firm's EIN ▶ 41-0746749	Phone no. (626) 857-7300		

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: CALPAC'S MISSION IS TO SUPPORT AND ENCOURAGE ALL STUDENTS TO RELENTLESSLY PURSUE THEIR LIFE GOALS BY PROVIDING AN ACCESSIBLE, INCLUSIVE, AND PERSONALIZED LEARNING COMMUNITY.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 8,441,255. including grants of \$) (Revenue \$) PROGRAMS PROVIDE ENGAGING AND RELEVANT STATE STANDARDS ALIGNED CURRICULUM. STUDENT NEEDS ARE IDENTIFIED THROUGH ONGOING ASSESSMENTS TO INFORM AND GUIDE APPROPRIATE AND EFFECTIVE INTERVENTION STRATEGIES. WE OFFER A COMPREHENSIVE SYSTEM OF SUPPORT TO PARENTS AND STUDENTS TO ENSURE STUDENTS ARE ON TRACK WITH GRADE LEVEL REQUIREMENTS AND ARE COLLEGE AND CAREER READY. DURING FY 2021-2022 THE SCHOOL SERVED APPROXIMATELY 808 STUDENTS.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 8,441,255.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		X
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	X	
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I.</i> See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 112		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? 2b X	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? 6b		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? 7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? 7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? ... 7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? 8		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966? 9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? 9b		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? 13a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O 14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? 15		X
If "Yes," see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? 16		X
If "Yes," complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? 17		
If "Yes," complete Form 6069.			

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **CA**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **▶**
SHANNON GREEN - (949)-427-6526
940 SOUTH COAST DRIVE, SUITE 185, COSTA MESA, CA 92626

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CHRISTINE FEHER SUPERINTENDENT	40.00			X			146,058.	0.	40,700.	
(2) EVANGELINE AKRIDGE ASSIST DIR OF SPECIAL EDUCATION	40.00				X		124,063.	0.	36,980.	
(3) GRETCHEN CHAMBERLAIN ASSISTANT DIRECTOR OF ACCOUNTABILITY	40.00				X		133,264.	0.	24,169.	
(4) ERICKA ZEMMER DIRECTOR OF SCHOOL OPERATIONS	40.00				X		121,596.	0.	35,626.	
(5) ERIN DIETZ-RINEBERG ASSISTANT DIRECTOR OF K-8	40.00				X		102,077.	0.	31,597.	
(6) SHANNON GREEN ASSISTANT DIRECTOR OF FISCAL SERVICE	40.00			X			86,776.	0.	5,162.	
(7) DR. SHIRLEY PETERSON VICE PRESIDENT	5.00	X		X			8,400.	0.	0.	
(8) KELLY WYLIE PRESIDENT (START NOV 2021)	5.00	X		X			6,000.	0.	0.	
(9) RICKEY TROMBETTA PRESIDENT (THROUGH NOV 2021)	5.00	X		X			5,500.	0.	0.	
(10) SUSAN CALANDRA MEMBER	5.00	X					4,000.	0.	0.	
(11) TANYA ROGERS CLERK	5.00	X		X			2,900.	0.	0.	
(12) TOM BAUMGARTEN MEMBER	5.00	X					1,000.	0.	0.	
(13) JASON MCFAUL MEMBER	5.00	X					500.	0.	0.	
(14) WILLIAM HOWARD JR. MEMBER	5.00	X					500.	0.	0.	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal							742,634.	0.	174,234.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							742,634.	0.	174,234.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **8**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	10,506,040.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f				
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f		10,506,040.			
	Program Service Revenue	2 a		Business Code			
b							
c							
d							
e							
f		All other program service revenue					
g		Total. Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		6,195.		6,195.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real				
			(ii) Personal				
	6 b	Less: rental expenses					
	6 c	Rental income or (loss)					
		d	Net rental income or (loss)				
	7 a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
	7 b	Less: cost or other basis and sales expenses					
	7 c	Gain or (loss)					
	d	Net gain or (loss)					
8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
8 b	Less: direct expenses						
	c	Net income or (loss) from fundraising events					
9 a	Gross income from gaming activities. See Part IV, line 19						
9 b	Less: direct expenses						
	c	Net income or (loss) from gaming activities					
10 a	Gross sales of inventory, less returns and allowances						
10 b	Less: cost of goods sold						
	c	Net income or (loss) from sales of inventory					
Miscellaneous Revenue	11 a	OTHER REVENUE	611600	245,536.		245,536.	
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d		245,536.			
12	Total revenue. See instructions		10,757,771.	0.	0.	251,731.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	352,943.	352,943.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	5,104,088.	5,058,802.	45,286.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	839,312.	839,312.		
9 Other employee benefits	617,543.	606,046.	11,497.	
10 Payroll taxes	126,894.	123,012.	3,882.	
11 Fees for services (nonemployees):				
a Management				
b Legal	90,051.		90,051.	
c Accounting	39,483.		39,483.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	882,990.	476,386.	406,604.	
12 Advertising and promotion	201,044.	199,919.	1,125.	
13 Office expenses	90,079.	86,160.	3,919.	
14 Information technology	24,347.	23,933.	414.	
15 Royalties				
16 Occupancy	58,996.	4,523.	54,473.	
17 Travel	42,870.	28,096.	14,774.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings				
20 Interest	3,832.		3,832.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	35,125.		35,125.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a INSTRUCTIONAL MATERIALS	593,542.	567,521.	26,021.	
b OTHER EXPENSES	164,556.	74,602.	89,954.	
c _____				
d _____				
e All other expenses _____				
25 Total functional expenses. Add lines 1 through 24e	9,267,695.	8,441,255.	826,440.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	5,836,818.	1	2,690,002.
	2 Savings and temporary cash investments	317,487.	2	2,838,534.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	1,384,003.	4	1,204,905.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	179,037.	9	43,792.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	7,717,345.	16	6,777,233.	
Liabilities	17 Accounts payable and accrued expenses	2,587,290.	17	556,015.
	18 Grants payable		18	
	19 Deferred revenue	467,045.	19	748,004.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	818,458.	24	138,586.
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	3,872,793.	26	1,442,605.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	3,844,552.	27	5,334,628.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	3,844,552.	32	5,334,628.
33 Total liabilities and net assets/fund balances	7,717,345.	33	6,777,233.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	10,757,771.
2	Total expenses (must equal Part IX, column (A), line 25)	2	9,267,695.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,490,076.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	3,844,552.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	5,334,628.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input checked="" type="checkbox"/> Both consolidated and separate basis		
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2021)

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization CALIFORNIA PACIFIC CHARTER SCHOOLS	Employer identification number 83-2637864
---	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described on line 11a above?		
c A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No" provide details in Part VI.</i>		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.**
 All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

Schedule A (Form 990) 2021

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Lined area for supplemental information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization CALIFORNIA PACIFIC CHARTER SCHOOLS **Employer identification number** 83-2637864

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) 2021

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____%
 - b Permanent endowment _____%
 - c Term endowment _____%
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? <input type="checkbox"/> | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 0.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ...

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	10,757,771.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d	2e		0.
3	Subtract line 2e from line 1		3	10,757,771.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	10,757,771.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	9,267,695.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d	2e		0.
3	Subtract line 2e from line 1		3	9,267,695.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	9,267,695.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE SCHOOL IS A NONPROFIT CORPORATION 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 SCHOOL IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO THE EXEMPT PURPOSES. THE SCHOOL FILES AND EXEMPT SCHOOL RETURN AND APPLICABLE UNRELATED BUSINESS INCOME TAX RETURN IN THE U.S. FEDERAL JURISDICTION AND WITH THE CALIFORNIA FRANCHISE TAX BOARD.

Part XIII Supplemental Information *(continued)*

Lined area for supplemental information.

SCHEDULE E
(Form 990)

Schools

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for the latest information.**

Name of the organization

CALIFORNIA PACIFIC CHARTER SCHOOLS

Employer identification number

83-2637864

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its taxable year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	<input checked="" type="checkbox"/>	<input type="checkbox"/>
THE SCHOOL PUBLICIZES ITS POLICY ON ITS IN ITS WEBSITE, REGISTRATION MATERIALS AND DOCUMENTS USED TO SOLICIT STUDENTS.		
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis? ..	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d Copies of all material used by the organization or on its behalf to solicit contributions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If you answered "No" to any of the above, please explain. If you need more space, use Part II.		
THE ORGANIZATION IS A PUBLIC CHARTER SCHOOL WHICH OPERATES TUITION-FREE. THEREFORE, SCHOLARSHIPS AND FINANCIAL ASSISTANCE ARE NOT APPLICABLE.		
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Admissions policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Employment of faculty or administrative staff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Scholarships or other financial assistance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Educational policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f Use of facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g Athletic programs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h Other extracurricular activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		
6a Does the organization receive any financial aid or assistance from a governmental agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Has the organization's right to such aid ever been revoked or suspended?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered "Yes" on either line 6a or line 6b, explain on Part II.		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule E (Form 990) 2021

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

THE SCHOOL IS A PUBLIC CHARTER SCHOOL PRINCIPALLY FUNDED BY CALIFORNIA AND FEDERAL MONIES RECEIVED THROUGH THE CALIFORNIA DEPARTMENT OF EDUCATION.

Multiple horizontal lines for supplemental information.

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
 ▶ Attach to Form 990.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: **CALIFORNIA PACIFIC CHARTER SCHOOLS**
 Employer identification number: **83-2637864**

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4a**
- b** Participate in or receive payment from a supplemental nonqualified retirement plan? **4b**
- c** Participate in or receive payment from an equity-based compensation arrangement? **4c**
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5a**
- b** Any related organization? **5b**
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6a**
- b** Any related organization? **6b**
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2021

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) CHRISTINE FEHER SUPERINTENDENT	(i)	146,058.	0.	0.	25,100.	15,600.	186,758.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) EVANGELINE AKRIDGE ASSIST DIR OF SPECIAL EDUCATION	(i)	124,063.	0.	0.	21,380.	15,600.	161,043.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) GRETCHEN CHAMBERLAIN ASSISTANT DIRECTOR OF ACCOUNTABILITY	(i)	133,264.	0.	0.	21,769.	2,400.	157,433.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) ERICKA ZEMMER DIRECTOR OF SCHOOL OPERATIONS	(i)	121,596.	0.	0.	20,026.	15,600.	157,222.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

Name of the organization

CALIFORNIA PACIFIC CHARTER SCHOOLS

Employer identification number

83-2637864

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

BY PROVIDING AN ACCESSIBLE, INCLUSIVE, AND PERSONALIZED LEARNING
COMMUNITY.

FORM 990, PART VI, SECTION A, LINE 8B:

NO COMMITTEES WITH AUTHORITY TO ACT ON BEHALF OF BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PREPARED BY THE ORGANIZATION'S OUTSIDE PUBLIC ACCOUNTING
FIRM BASED ON INFORMATION PROVIDED BY MANAGEMENT. ONCE A DRAFT OF THE
RETURN IS AVAILABLE, IT IS REVIEWED BY MANAGEMENT WITH ANY CHANGES OR
REVISIONS INCORPORATED INTO THE FILING. THE REVISED RETURN IS THEN
SUBMITTED TO THE BOARD OF DIRECTORS FOR THEIR REVIEW AND APPROVAL PRIOR TO
SUBMITTING TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:

MONITORING IS PERFORMED REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL
CONFLICTS OF INTEREST. ANY QUESTION OF A CONFLICT IS ADDRESSED WITH THE
INTERESTED PERSON, WHO IS REQUIRED TO DISCLOSE THE EXISTENCE OF ANY
FINANCIAL INTEREST AND BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL MATERIAL
FACTS TO THE BOARD AND SUPERINTENDENT. IF A CONFLICT OF INTEREST IS
IDENTIFIED, THE APPROPRIATE ACTION IS TAKEN, INCLUDING LIMITATIONS TO THE
INDIVIDUAL'S INFLUENCE ON RELATED BUSINESS MATTERS.

FORM 990, PART VI, SECTION B, LINE 15:

THE SUPERINTENDENT'S PAY IS DETERMINED BASED ON DATA PROVIDED THROUGH

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2021

132211 11-11-21

Name of the organization CALIFORNIA PACIFIC CHARTER SCHOOLS	Employer identification number 83-2637864
---	---

COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE SUPERINTENDENT'S COMPENSATION AS A DIRECT ACTION. THE OFFICERS' AND KEY EMPLOYEES' PAY IS DETERMINE BASED ON DATA PROVIDED BY EXTERNAL CHARTER MANAGEMENT ORGANIZATIONS AND THROUGH COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE OFFICERS' AND KEY EMPLOYEES' COMPENSATION AS A DIRECT ACTION.

FORM 990, PART VI, SECTION C, LINE 18:
GOVERNING DOCUMENTS AVAILABLE UPON REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:
GOVERNING DOCUMENTS AVAILABLE UPON REQUEST.

FORM 990, PART XII, LINE 2C:
THE PROCESS HAS NOT CHANGED FROM THE PRIOR YEAR.

TAXABLE YEAR
2021

California Exempt Organization Annual Information Return

128941 12-29-21
FORM

199

Calendar Year 2021 or fiscal year beginning (mm/dd/yyyy) **07/01/2021**, and ending (mm/dd/yyyy) **06/30/2022**

Corporation/Organization name **CALIFORNIA PACIFIC CHARTER SCHOOLS** California corporation number **4211439**

Additional information. See instructions. FEIN **83-2637864**

Street address (suite or room) **940 SOUTH COAST DRIVE, NO. SUITE 185** PMB no.

City **COSTA MESA** State **CA** ZIP code **92626**

Foreign country name Foreign province/state/county Foreign postal code

A First return Yes No
B Amended return Yes No
C IRC Section 4947(a)(1) trust Yes No
D Final information return?
 Dissolved Surrendered (Withdrawn) Merged/Reorganized
 Enter date: (mm/dd/yyyy) _____
E Check accounting method: (1) Cash (2) Accrual (3) Other
F Federal return filed? (1) 990T (2) 990PF (3) Sch H (990) (4) Other 990 series
G Is this a group filing? See instructions Yes No
H Is this organization in a group exemption Yes No
 If "Yes," what is the parent's name? _____
I Did the organization have any changes to its guidelines not reported to the FTB? See instructions Yes No
J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. Yes No
K Is the organization exempt under R&TC Section 23701g? Yes No
 If "Yes," enter the gross receipts from nonmember sources \$ _____
L Is the organization a limited liability company? Yes No
M Did the organization file Form 100 or Form 109 to report taxable income? Yes No
N Is the organization under audit by the IRS or has the IRS audited in a prior year? Yes No
O Is federal Form 1023/1024 pending? Yes No
 Date filed with IRS _____

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	251,731	00
	2	Gross dues and assessments from members and affiliates	2		00
	3	Gross contributions, gifts, grants, and similar amounts received	3	10,506,040	00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	10,757,771	00
	5	Cost of goods sold	5		00
	6	Cost or other basis, and sales expenses of assets sold	6		00
	7	Total costs. Add line 5 and line 6	7		00
	8	Total gross income. Subtract line 7 from line 4	8	10,757,771	00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	9,267,695	00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	1,490,076	00
Filing Fee	11	Total payments	11		00
	12	Use tax. See General Information K	12		00
	13	Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15	Penalties and interest. See General Information J	15		00
	16	Balance due. Add line 12 and line 15. Then subtract line 11 from the result	16		00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here
 DocuSigned by:
 Signature of officer *Christine Fisher* Title **SUPERINTENDENT** Date **4/20/2023**
 Telephone

Paid Preparer's Use Only
 Preparer's signature **MEI-LI HUANG** Date **04/20/23** Check if self-employed
 Firm's name (or yours, if self-employed) and address **CLIFTONLARSONALLEN LLP**
2210 EAST ROUTE 66
GLENDORA, CA 91740
 Firm's FEIN **41-0746749**
 Telephone **(626) 857-7300**

May the FTB discuss this return with the preparer shown above? See instructions Yes No

CALIFORNIA PACIFIC CHARTER SCHOOLS

83-2637864

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

128951 01-19-22

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1		00	
	2	Interest	•	2	6,195	00	
	3	Dividends	•	3		00	
	4	Gross rents	•	4		00	
	5	Gross royalties	•	5		00	
	6	Gross amount received from sale of assets (See instructions)	•	6		00	
	7	Other income SEE STATEMENT 1	•	7	245,536	00	
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	251,731	00	
	9	Contributions, gifts, grants, and similar amounts paid	•	9		00	
	10	Disbursements to or for members	•	10		00	
	11	Compensation of officers, directors, and trustees SEE STATEMENT 2	•	11	1,167,895	00	
	12	Other salaries and wages	•	12	4,289,136	00	
	Expenses and Disbursements	13	Interest	•	13	3,832	00
		14	Taxes	•	14	126,894	00
		15	Rents	•	15	58,996	00
		16	Depreciation and depletion (See instructions)	•	16		00
		17	Other expenses and disbursements SEE STATEMENT 3	•	17	3,620,942	00
		18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	9,267,695	00

Schedule L Balance Sheet	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		6,154,305	•	5,528,536
2 Net accounts receivable		1,384,003	•	1,204,905
3 Net notes receivable			•	
4 Inventories			•	
5 Federal and state government obligations			•	
6 Investments in other bonds			•	
7 Investments in stock			•	
8 Mortgage loans			•	
9 Other investments			•	
10 a Depreciable assets				
b Less accumulated depreciation	()	()		
11 Land			•	
12 Other assets STMT 4		179,037	•	43,792
13 Total assets		7,717,345		6,777,233
Liabilities and net worth				
14 Accounts payable		2,587,290	•	556,015
15 Contributions, gifts, or grants payable			•	
16 Bonds and notes payable			•	
17 Mortgages payable			•	
18 Other liabilities STMT 5		1,285,503		886,590
19 Capital stock or principal fund			•	
20 Paid-in or capital surplus. Attach reconciliation			•	
21 Retained earnings or income fund		3,844,552	•	5,334,628
22 Total liabilities and net worth		7,717,345		6,777,233

Schedule M-1 Reconciliation of income per books with income per return			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1 Net income per books	•	1,490,076	7 Income recorded on books this year not included in this return. Attach schedule
2 Federal income tax	•		8 Deductions in this return not charged against book income this year. Attach schedule
3 Excess of capital losses over capital gains	•		9 Total. Add line 7 and line 8
4 Income not recorded on books this year. Attach schedule	•		10 Net income per return. Subtract line 9 from line 6
5 Expenses recorded on books this year not deducted in this return. Attach schedule	•		
6 Total. Add line 1 through line 5		1,490,076	
			1,490,076

CALIFORNIA PACIFIC CHARTER SCHOOLS83-2637864

CA 199	OTHER INCOME	STATEMENT 1
DESCRIPTION		AMOUNT
OTHER REVENUE		245,536.
TOTAL TO FORM 199, PART II, LINE 7		245,536.

CA 199	COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES	STATEMENT 2
NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
CHRISTINE FEHER 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	SUPERINTENDENT 40.00	201,334.
EVANGELINE AKRIDGE 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	ASSIST DIR OF SPECIAL EDUC 40.00	171,386.
GRETCHEN CHAMBERLAIN 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	ASSISTANT DIRECTOR OF ACCO 40.00	190,869.
ERICKA ZEMMER 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	DIRECTOR OF SCHOOL OPERATI 40.00	183,929.
ERIN DIETZ-RINEBERG 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	ASSISTANT DIRECTOR OF K-8 40.00	139,444.
SHANNON GREEN 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	ASSISTANT DIRECTOR OF FISC 40.00	116,809.
DR. SHIRLEY PETERSON 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	VICE PRESIDENT 5.00	9,150.
KELLY WYLIE 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	PRESIDENT (START NOV 2021) 5.00	6,000.

CALIFORNIA PACIFIC CHARTER SCHOOLS83-2637864

RICKEY TROMBETTA 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	PRESIDENT (THROUGH NOV 202 5.00	2,500.
SUSAN CALANDRA 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	MEMBER 5.00	1,000.
TANYA ROGERS 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	CLERK 5.00	8,150.
TOM BAUMGARTEN 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	MEMBER 5.00	1,000.
JASON MCFAUL 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	MEMBER 5.00	3,500.
WILLIAM HOWARD JR. 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	MEMBER 5.00	3,500.
TYLER PHIPPS 940 SOUTH COAST DRIVE, SUITE 185 COSTA MESA, CA 92626	ASSISTANT DIRECTOR OF HIGH 40.00	129,324.

TOTAL TO FORM 199, PART II, LINE 11

1,167,895.

CALIFORNIA PACIFIC CHARTER SCHOOLS83-2637864

CA 199	OTHER EXPENSES	STATEMENT 3
DESCRIPTION		AMOUNT
INSTRUCTIONAL MATERIALS		593,542.
OTHER EXPENSES		164,556.
PENSION PLAN CONTRIBUTIONS		839,312.
OTHER EMPLOYEE BENEFITS		617,543.
LEGAL FEES		90,051.
ACCOUNTING FEES		39,483.
OTHER PROFESSIONAL FEES		882,990.
ADVERTISING AND PROMOTION		201,044.
OFFICE EXPENSES		90,079.
INFORMATION TECHNOLOGY		24,347.
TRAVEL		42,870.
INSURANCE		35,125.
TOTAL TO FORM 199, PART II, LINE 17		3,620,942.

CA 199	OTHER ASSETS	STATEMENT 4
DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	179,037.	43,792.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	179,037.	43,792.

CA 199	OTHER LIABILITIES	STATEMENT 5
DESCRIPTION	BEG. OF YEAR	END OF YEAR
DEFERRED REVENUE	467,045.	748,004.
UNSECURED NOTES AND LOANS PAYABLE	818,458.	138,586.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	1,285,503.	886,590.

CA 199	FUND BALANCES	STATEMENT 6
DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	3,844,552.	5,334,628.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	3,844,552.	5,334,628.

022

Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR

2021

California e-file Return Authorization for Exempt Organizations

FORM

8453-EO

Exempt Organization name	Identifying number
CALIFORNIA PACIFIC CHARTER SCHOOLS	83-2637864

Part I Electronic Return Information (whole dollars only)

1 Total gross receipts (Form 199, line 4)	1	<u>10,757,771</u>
2 Total gross income (Form 199, line 8)	2	<u>10,757,771</u>
3 Total expenses and disbursements (Form 199, line 9)	3	<u>9,267,695</u>

Part II Settle Your Account Electronically for Taxable Year 2021

4 <input type="checkbox"/> Electronic funds withdrawal	4a Amount	4b Withdrawal date (mm/dd/yyyy)
--	-----------	---------------------------------

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____	7 Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
6 Account number _____	

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2021 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here DocuSigned by:
Christine Fehler
Signature of officer
D261D5E0E741400... 4/20/2023
Date SUPERINTENDENT
Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2021 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO ERO's signature	MEI-LI HUANG	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN P02383735
Must Sign Firm's name (or yours if self-employed) and address	CLIFTONLARSONALLEN LLP 2210 EAST ROUTE 66 GLENORA, CA				Firm's FEIN 41-0746749 ZIP code 91740

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Paid preparer's signature		Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
Must Sign Firm's name (or yours if self-employed) and address				Firm's FEIN ZIP code

FTB 8453-EO 2021

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2021 calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022**

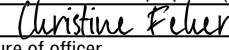
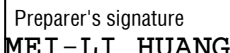
B Check if applicable: <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization CALIFORNIA PACIFIC CHARTER SCHOOLS Doing business as		D Employer identification number 83-2637864
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 940 SOUTH COAST DRIVE SUITE		E Telephone number (949)-752-0527
	City or town, state or province, country, and ZIP or foreign postal code COSTA MESA, CA 92626		G Gross receipts \$ 10,757,771.
	F Name and address of principal officer: CHRISTINE FEHER SAME AS C ABOVE		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶
	I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ HTTPS://WWW.CAL-PACS.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			L Year of formation: 2020
M State of legal domicile: CA			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: CALPAC'S MISSION IS TO SUPPORT AND ENCOURAGE ALL STUDENTS TO RELENTLESSLY PURSUE THEIR LIFE GOALS		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	112
	6 Total number of volunteers (estimate if necessary)	6	0
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 8,693,440.	Current Year 10,506,040.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	15,849.	6,195.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	959,475.	245,536.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	9,668,764.	10,757,771.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	5,252,596.	7,040,780.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,410,650.	2,226,915.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	7,663,246.	9,267,695.	
19 Revenue less expenses. Subtract line 18 from line 12	2,005,518.	1,490,076.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 7,717,345.	End of Year 6,777,233.
	21 Total liabilities (Part X, line 26)	3,872,793.	1,442,605.
	22 Net assets or fund balances. Subtract line 21 from line 20	3,844,552.	5,334,628.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer 		Date 4/20/2023	
	CHRISTINE FEHER, SUPERINTENDENT Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name MEI-LI HUANG	Preparer's signature 	Date 04/20/23	Check if self-employed <input type="checkbox"/> PTIN P02383735
	Firm's name ▶ CLIFTONLARSONALLEN LLP Firm's address ▶ 2210 EAST ROUTE 66 GLENDORA, CA 91740		Firm's EIN ▶ 41-0746749 Phone no. (626) 857-7300	

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: CALPAC'S MISSION IS TO SUPPORT AND ENCOURAGE ALL STUDENTS TO RELENTLESSLY PURSUE THEIR LIFE GOALS BY PROVIDING AN ACCESSIBLE, INCLUSIVE, AND PERSONALIZED LEARNING COMMUNITY.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

4a (Code:) (Expenses \$ 8,441,255. including grants of \$) (Revenue \$) PROGRAMS PROVIDE ENGAGING AND RELEVANT STATE STANDARDS ALIGNED CURRICULUM. STUDENT NEEDS ARE IDENTIFIED THROUGH ONGOING ASSESSMENTS TO INFORM AND GUIDE APPROPRIATE AND EFFECTIVE INTERVENTION STRATEGIES. WE OFFER A COMPREHENSIVE SYSTEM OF SUPPORT TO PARENTS AND STUDENTS TO ENSURE STUDENTS ARE ON TRACK WITH GRADE LEVEL REQUIREMENTS AND ARE COLLEGE AND CAREER READY. DURING FY 2021-2022 THE SCHOOL SERVED APPROXIMATELY 808 STUDENTS.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 8,441,255.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		X
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	X	
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I.</i> See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 112		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? 2b X	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? 6b		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? 7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? 7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? ... 7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? 8		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966? 9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? 9b		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? 13a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O 14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? 15		X
If "Yes," see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? 16		X
If "Yes," complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? 17		
If "Yes," complete Form 6069.			

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **CA**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **▶**
SHANNON GREEN - (949)-427-6526
940 SOUTH COAST DRIVE, SUITE 185, COSTA MESA, CA 92626

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CHRISTINE FEHER SUPERINTENDENT	40.00			X			146,058.	0.	40,700.	
(2) EVANGELINE AKRIDGE ASSIST DIR OF SPECIAL EDUCATION	40.00				X		124,063.	0.	36,980.	
(3) GRETCHEN CHAMBERLAIN ASSISTANT DIRECTOR OF ACCOUNTABILITY	40.00				X		133,264.	0.	24,169.	
(4) ERICKA ZEMMER DIRECTOR OF SCHOOL OPERATIONS	40.00				X		121,596.	0.	35,626.	
(5) ERIN DIETZ-RINEBERG ASSISTANT DIRECTOR OF K-8	40.00				X		102,077.	0.	31,597.	
(6) SHANNON GREEN ASSISTANT DIRECTOR OF FISCAL SERVICE	40.00			X			86,776.	0.	5,162.	
(7) DR. SHIRLEY PETERSON VICE PRESIDENT	5.00	X		X			8,400.	0.	0.	
(8) KELLY WYLIE PRESIDENT (START NOV 2021)	5.00	X		X			6,000.	0.	0.	
(9) RICKEY TROMBETTA PRESIDENT (THROUGH NOV 2021)	5.00	X		X			5,500.	0.	0.	
(10) SUSAN CALANDRA MEMBER	5.00	X					4,000.	0.	0.	
(11) TANYA ROGERS CLERK	5.00	X		X			2,900.	0.	0.	
(12) TOM BAUMGARTEN MEMBER	5.00	X					1,000.	0.	0.	
(13) JASON MCFAUL MEMBER	5.00	X					500.	0.	0.	
(14) WILLIAM HOWARD JR. MEMBER	5.00	X					500.	0.	0.	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal							742,634.	0.	174,234.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							742,634.	0.	174,234.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **8**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	10,506,040.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f				
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f		10,506,040.			
	Program Service Revenue	2 a		Business Code			
b							
c							
d							
e							
f		All other program service revenue					
g		Total. Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		6,195.		6,195.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real				
			(ii) Personal				
	b	Less: rental expenses	6b				
	c	Rental income or (loss)	6c				
	d	Net rental income or (loss)					
	7 a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
	b	Less: cost or other basis and sales expenses	7b				
	c	Gain or (loss)	7c				
d	Net gain or (loss)						
8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
b	Less: direct expenses	8b					
c	Net income or (loss) from fundraising events						
9 a	Gross income from gaming activities. See Part IV, line 19						
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities						
10 a	Gross sales of inventory, less returns and allowances						
b	Less: cost of goods sold	10b					
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11 a	OTHER REVENUE	Business Code	611600	245,536.	245,536.	
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d			245,536.		
12	Total revenue. See instructions			10,757,771.	0.	0.	
						251,731.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	352,943.	352,943.		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	5,104,088.	5,058,802.	45,286.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	839,312.	839,312.		
9 Other employee benefits	617,543.	606,046.	11,497.	
10 Payroll taxes	126,894.	123,012.	3,882.	
11 Fees for services (nonemployees):				
a Management				
b Legal	90,051.		90,051.	
c Accounting	39,483.		39,483.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	882,990.	476,386.	406,604.	
12 Advertising and promotion	201,044.	199,919.	1,125.	
13 Office expenses	90,079.	86,160.	3,919.	
14 Information technology	24,347.	23,933.	414.	
15 Royalties				
16 Occupancy	58,996.	4,523.	54,473.	
17 Travel	42,870.	28,096.	14,774.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings				
20 Interest	3,832.		3,832.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	35,125.		35,125.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a INSTRUCTIONAL MATERIALS	593,542.	567,521.	26,021.	
b OTHER EXPENSES	164,556.	74,602.	89,954.	
c _____				
d _____				
e All other expenses _____				
25 Total functional expenses. Add lines 1 through 24e	9,267,695.	8,441,255.	826,440.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	5,836,818.	1	2,690,002.
	2 Savings and temporary cash investments	317,487.	2	2,838,534.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	1,384,003.	4	1,204,905.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	179,037.	9	43,792.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	7,717,345.	16	6,777,233.	
Liabilities	17 Accounts payable and accrued expenses	2,587,290.	17	556,015.
	18 Grants payable		18	
	19 Deferred revenue	467,045.	19	748,004.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	818,458.	24	138,586.
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	3,872,793.	26	1,442,605.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	3,844,552.	27	5,334,628.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	3,844,552.	32	5,334,628.
	33 Total liabilities and net assets/fund balances	7,717,345.	33	6,777,233.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	10,757,771.
2	Total expenses (must equal Part IX, column (A), line 25)	2	9,267,695.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,490,076.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	3,844,552.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	5,334,628.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits

	Yes	No
1		
2a		X
b	X	
c	X	
3a		X
3b		

Form 990 (2021)

**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
 Attach to Form 990 or Form 990-EZ.
 Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization CALIFORNIA PACIFIC CHARTER SCHOOLS	Employer identification number 83-2637864
---	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ►

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ►

b 33 1/3% support tests - 2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ►

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ►

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described on line 11a above?		
c A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No" provide details in Part VI.</i>		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.**
 All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

Schedule A (Form 990) 2021

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Lined area for supplemental information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization CALIFORNIA PACIFIC CHARTER SCHOOLS **Employer identification number** 83-2637864

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2021

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____%
 - b Permanent endowment _____%
 - c Term endowment _____%
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? <input type="checkbox"/> | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 0.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ...

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	10,757,771.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	10,757,771.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5	10,757,771.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	9,267,695.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	0.
3	Subtract line 2e from line 1		3	9,267,695.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)		5	9,267,695.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE SCHOOL IS A NONPROFIT CORPORATION 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 SCHOOL IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO THE EXEMPT PURPOSES. THE SCHOOL FILES AND EXEMPT SCHOOL RETURN AND APPLICABLE UNRELATED BUSINESS INCOME TAX RETURN IN THE U.S. FEDERAL JURISDICTION AND WITH THE CALIFORNIA FRANCHISE TAX BOARD.

Part XIII Supplemental Information *(continued)*

Lined area for supplemental information.

SCHEDULE E
(Form 990)

Schools

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for the latest information.**

Name of the organization

CALIFORNIA PACIFIC CHARTER SCHOOLS

Employer identification number

83-2637864

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its taxable year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	<input checked="" type="checkbox"/>	<input type="checkbox"/>
THE SCHOOL PUBLICIZES ITS POLICY ON ITS IN ITS WEBSITE, REGISTRATION MATERIALS AND DOCUMENTS USED TO SOLICIT STUDENTS.		
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis? ..	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d Copies of all material used by the organization or on its behalf to solicit contributions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If you answered "No" to any of the above, please explain. If you need more space, use Part II.		
THE ORGANIZATION IS A PUBLIC CHARTER SCHOOL WHICH OPERATES TUITION-FREE. THEREFORE, SCHOLARSHIPS AND FINANCIAL ASSISTANCE ARE NOT APPLICABLE.		
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Admissions policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Employment of faculty or administrative staff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Scholarships or other financial assistance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Educational policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f Use of facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g Athletic programs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h Other extracurricular activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		
6a Does the organization receive any financial aid or assistance from a governmental agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Has the organization's right to such aid ever been revoked or suspended?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered "Yes" on either line 6a or line 6b, explain on Part II.		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule E (Form 990) 2021

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

THE SCHOOL IS A PUBLIC CHARTER SCHOOL PRINCIPALLY FUNDED BY CALIFORNIA AND FEDERAL MONIES RECEIVED THROUGH THE CALIFORNIA DEPARTMENT OF EDUCATION.

Multiple horizontal lines for supplemental information.

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

2021

Open to Public Inspection

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
 ▶ Attach to Form 990.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization: **CALIFORNIA PACIFIC CHARTER SCHOOLS**
 Employer identification number: **83-2637864**

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4a**
- b** Participate in or receive payment from a supplemental nonqualified retirement plan? **4b**
- c** Participate in or receive payment from an equity-based compensation arrangement? **4c**
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5a**
- b** Any related organization? **5b**
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6a**
- b** Any related organization? **6b**
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2021

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) CHRISTINE FEHER SUPERINTENDENT	(i)	146,058.	0.	0.	25,100.	15,600.	186,758.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) EVANGELINE AKRIDGE ASSIST DIR OF SPECIAL EDUCATION	(i)	124,063.	0.	0.	21,380.	15,600.	161,043.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) GRETCHEN CHAMBERLAIN ASSISTANT DIRECTOR OF ACCOUNTABILITY	(i)	133,264.	0.	0.	21,769.	2,400.	157,433.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(4) ERICKA ZEMMER DIRECTOR OF SCHOOL OPERATIONS	(i)	121,596.	0.	0.	20,026.	15,600.	157,222.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Lined area for supplemental information.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

Name of the organization

CALIFORNIA PACIFIC CHARTER SCHOOLS

Employer identification number

83-2637864

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

BY PROVIDING AN ACCESSIBLE, INCLUSIVE, AND PERSONALIZED LEARNING
COMMUNITY.

FORM 990, PART VI, SECTION A, LINE 8B:

NO COMMITTEES WITH AUTHORITY TO ACT ON BEHALF OF BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS PREPARED BY THE ORGANIZATION'S OUTSIDE PUBLIC ACCOUNTING
FIRM BASED ON INFORMATION PROVIDED BY MANAGEMENT. ONCE A DRAFT OF THE
RETURN IS AVAILABLE, IT IS REVIEWED BY MANAGEMENT WITH ANY CHANGES OR
REVISIONS INCORPORATED INTO THE FILING. THE REVISED RETURN IS THEN
SUBMITTED TO THE BOARD OF DIRECTORS FOR THEIR REVIEW AND APPROVAL PRIOR TO
SUBMITTING TO THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:

MONITORING IS PERFORMED REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL
CONFLICTS OF INTEREST. ANY QUESTION OF A CONFLICT IS ADDRESSED WITH THE
INTERESTED PERSON, WHO IS REQUIRED TO DISCLOSE THE EXISTENCE OF ANY
FINANCIAL INTEREST AND BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL MATERIAL
FACTS TO THE BOARD AND SUPERINTENDENT. IF A CONFLICT OF INTEREST IS
IDENTIFIED, THE APPROPRIATE ACTION IS TAKEN, INCLUDING LIMITATIONS TO THE
INDIVIDUAL'S INFLUENCE ON RELATED BUSINESS MATTERS.

FORM 990, PART VI, SECTION B, LINE 15:

THE SUPERINTENDENT'S PAY IS DETERMINED BASED ON DATA PROVIDED THROUGH

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2021

132211 11-11-21

Name of the organization CALIFORNIA PACIFIC CHARTER SCHOOLS	Employer identification number 83-2637864
---	---

COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE SUPERINTENDENT'S COMPENSATION AS A DIRECT ACTION. THE OFFICERS' AND KEY EMPLOYEES' PAY IS DETERMINE BASED ON DATA PROVIDED BY EXTERNAL CHARTER MANAGEMENT ORGANIZATIONS AND THROUGH COMPARISON STUDIES OF OTHER CHARTER SCHOOLS. THE BOARD MUST VOTE TO APPROVE THE OFFICERS' AND KEY EMPLOYEES' COMPENSATION AS A DIRECT ACTION.

FORM 990, PART VI, SECTION C, LINE 18:
GOVERNING DOCUMENTS AVAILABLE UPON REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:
GOVERNING DOCUMENTS AVAILABLE UPON REQUEST.

FORM 990, PART XII, LINE 2C:
THE PROCESS HAS NOT CHANGED FROM THE PRIOR YEAR.

Certificate Of Completion

Envelope Id: D4FE421D03B04D87A5DF341E55D6AFAF	Status: Completed
Subject: Tax Return for California Pacific Charter Schools - A274637 - 2021	
Client Name: California Pacific Charter Schools	
Client Number: A274637	
Source Envelope:	
Document Pages: 74	Signatures: 5
Certificate Pages: 4	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CLA Operations
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Francine.Gonzalez@claconnect.com
	IP Address: 4.15.243.26

Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
4/20/2023 3:03:47 PM	Francine.Gonzalez@claconnect.com	

Signer Events

Christine Feher
 cfeher@cal-pacs.org
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

 D261D5E0E441400...

Timestamp

Sent: 4/20/2023 3:10:57 PM
 Viewed: 4/20/2023 5:00:37 PM
 Signed: 4/20/2023 5:08:09 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 75.55.145.10

Electronic Record and Signature Disclosure:
 Accepted: 4/20/2023 5:00:37 PM
 ID: ba873f8d-0517-4d9a-81a9-5616f081d63c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/20/2023 3:10:57 PM
Certified Delivered	Security Checked	4/20/2023 5:00:37 PM
Signing Complete	Security Checked	4/20/2023 5:08:09 PM
Completed	Security Checked	4/20/2023 5:08:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

Coversheet

Approval of New Bank Account for California Pacific Charter Schools - Sonoma

Section: XI. Business/Financial Services
Item: B. Approval of New Bank Account for California Pacific Charter Schools - Sonoma
Purpose: Vote
Submitted by:
Related Material: Chase Business Depository Certificate.pdf
Chase Certification of Beneficial Ownership.pdf
Chase Deposit Account Agreement.pdf
Chase Additional Banking Services and Fees.pdf

BACKGROUND:

California Pacific Charter Schools utilizes two bank accounts through JP Morgan Chase Bank. As a CalPac charter school authorizer, Guerneville Unified School District has requested that #2037 California Pacific Charter-Sonoma have a separate bank account used solely by that charter. A new Chase bank account will be subject to all CalPac fiscal policies including, but not limited to, those related to cash receipt and disbursements.

Each California Pacific Charter School operates as an independent entity, keeping separate cash balances for each of the three schools. At all times, the origins, identity, and/or source and use of the funds can be traced, audited, and documented through the Sage Intacct Accounting software. This practice does not violate Generally Accepted Accounting Practices (GAAP), nor is it considered a material violation of the approved charter. CalPac's policy is that the Superintendent is authorized to open bank accounts subject to Board approval.

RECOMMENDATION:

It is recommended the Board approve the establishment of a separate bank account for California Pacific Charter - Sonoma (#2037).

BUSINESS DEPOSITORY CERTIFICATE (Corporation)



X NEW CHANGE

ACCOUNT NO. 937693866
ACCOUNT TITLE (DBA(s) on the following page(s) if applicable) CALIFORNIA PACIFIC CHARTER SCHOOLS

BANK NAME/NUMBER JPMorgan Chase Bank, N.A (703)
BRANCH NAME AND NO. SAN MARCOS - 741253
DATE 04/19/2023
PREPARED BY RONALYN LABAO
PHONE NO. (844) 249-3709

BUSINESS ADDRESS 940 S COAST DR STE 185 COSTA MESA, CA 92626-1780 United States/US Territories

TAXPAYER ID NO. 83-2637864 PRODUCT TYPE Chase Platinum Business Checking

Legal Name of Organization: CALIFORNIA PACIFIC CHARTER SCHOOLS (the "Organization")
State of Organization: CA

The individual(s) signing this Certificate hereby certifies to JPMorgan Chase Bank, N.A. (the "Bank") as follows:

- the Organization is a corporation of the type identified above, duly organized under the laws of the state of organization listed above;
the individual signing this Certificate is the Secretary, Assistant Secretary, Acting Secretary, or President, as listed below, of the Organization; and
the Organization has authorized all actions and agreements described in this Certificate in accordance with all requirements of law and of Organization's organizational documents and bylaws, if any, and the authorizations are now in full force and effect.

Account Opening and Contractual Authorization

Any of the people listed below ("Authorized Persons"), acting alone, may:

- Open or close one or more accounts with the Bank at any time, subject to the Bank's deposit account agreement;
Act on behalf of the Organization in any matter involving any of the Organization's depository accounts at the Bank;
Sign all agreements or other documents relating to any depository accounts or other business of the Organization. These agreements and other documents include but are not limited to funds transfer agreements, agreements for automated clearinghouse services, agreements for online services, and safe deposit agreements.

Deposit and Withdrawal Authorization

Each Authorized Person may deposit or withdraw the Organization's funds. Each Authorized Person may sign any and all checks, drafts, and orders drawn against any account of the Organization at the Bank, and may give instructions for account transactions without a signature, such as those initiated via electronic debit, payment, wire transfer, or other withdrawal of funds by computer, electronic or other means. The Bank is authorized to pay any checks or other transactions authorized by the Organization, even if doing so causes or increases an overdraft. Each Authorized Person may endorse for cash, collection, deposit, or negotiation any checks, drafts, notes, bills of exchange, or certificates of deposit, and order the payment or transfer of money between accounts at the Bank and other banks. Endorsements "for deposit" may be written or stamped. The Bank may accept any instrument for deposit to any depository account of the Organization without endorsement or may supply the endorsement of the Organization. The Bank is authorized to pay all checks, drafts, and orders when signed, endorsed, or authorized by any Authorized Person without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such instruments are payable or endorsed, including those payable to or endorsed to the Authorized Person.

Print Name SHANNON GREEN Title Signer Facsimile Signatures
CHRISTINE FEHER CEO

SIGNER(S) TO BE ADDED LATER

Facsimile Signature Authorization

The Bank is authorized and directed to pay checks bearing any form of facsimile or computer-generated signature. If the Organization either uses or provides a signature card authorizing any facsimile or computer-generated signature, the Organization will be solely responsible for any check bearing a similar signature.

Further Authorizations

The Secretary, Assistant Secretary, Acting Secretary or President of the Organization, acting alone, is authorized to certify to the Bank the name, title, specimen signature and facsimile signature of any additional Authorized Person, or to instruct the Bank to remove any Authorized Person. The Bank may rely on this Certificate until it receives express written notice of a change or revocation.

FOR THE PRECEDING PURPOSES, the undersigned has signed his/her name(s) on the date indicated above.

Exemption from FATCA reporting code (if any) [According to the IRS Form W-9 instructions, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.]

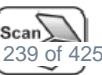
CERTIFICATION

The undersigned certifies under penalties of perjury that (1) the Organization's Taxpayer Identification Number shown above is correct, and (2) the Organization is not subject to backup withholding because: (a) the Organization is exempt from backup withholding, or (b) the Organization has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Organization that it is no longer subject to backup withholding, and (3) the Organization is a U.S. citizen or other U.S. person (as defined in the Form W-9 Instructions), and (4) the FATCA code(s) entered on this form (if any) indicating that the Organization is exempt from FATCA reporting is correct.

If the IRS has notified the Organization that it is subject to backup withholding due to underreporting interest or dividends on its tax return, cross out item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: Date: 04/19/2023
Title: CEO
Printed Name: CHRISTINE FEHER



BUSINESS DEPOSITORY CERTIFICATE (Corporation)



ACCOUNT NO. 937693866

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

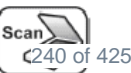
Signature: _____ Date: _____

Title: _____

Printed Name: _____

DISTRIBUTION: 1) National Account Services 2) Customer

JPMorgan Chase Bank, N.A. Member FDIC



BUSINESS DEPOSITORY CERTIFICATE (Corporation)



X NEW CHANGE

ACCOUNT NO. 937693866
ACCOUNT TITLE (DBA(s) on the following page(s) if applicable) CALIFORNIA PACIFIC CHARTER SCHOOLS

BANK NAME/NUMBER JPMorgan Chase Bank, N.A (703)
BRANCH NAME AND NO. SAN MARCOS - 741253
DATE 04/19/2023
PREPARED BY RONALYN LABAO
PHONE NO. (844) 249-3709

BUSINESS ADDRESS 940 S COAST DR STE 185 COSTA MESA, CA 92626-1780 United States/US Territories

TAXPAYER ID NO. 83-2637864 PRODUCT TYPE Chase Platinum Business Checking

Legal Name of Organization: CALIFORNIA PACIFIC CHARTER SCHOOLS (the "Organization")
State of Organization: CA

The individual(s) signing this Certificate hereby certifies to JPMorgan Chase Bank, N.A. (the "Bank") as follows:

- the Organization is a corporation of the type identified above, duly organized under the laws of the state of organization listed above;
the individual signing this Certificate is the Secretary, Assistant Secretary, Acting Secretary, or President, as listed below, of the Organization; and
the Organization has authorized all actions and agreements described in this Certificate in accordance with all requirements of law and of Organization's organizational documents and bylaws, if any, and the authorizations are now in full force and effect.

Account Opening and Contractual Authorization

Any of the people listed below ("Authorized Persons"), acting alone, may:

- Open or close one or more accounts with the Bank at any time, subject to the Bank's deposit account agreement;
Act on behalf of the Organization in any matter involving any of the Organization's depository accounts at the Bank;
Sign all agreements or other documents relating to any depository accounts or other business of the Organization. These agreements and other documents include but are not limited to funds transfer agreements, agreements for automated clearinghouse services, agreements for online services, and safe deposit agreements.

Deposit and Withdrawal Authorization

Each Authorized Person may deposit or withdraw the Organization's funds. Each Authorized Person may sign any and all checks, drafts, and orders drawn against any account of the Organization at the Bank, and may give instructions for account transactions without a signature, such as those initiated via electronic debit, payment, wire transfer, or other withdrawal of funds by computer, electronic or other means. The Bank is authorized to pay any checks or other transactions authorized by the Organization, even if doing so causes or increases an overdraft. Each Authorized Person may endorse for cash, collection, deposit, or negotiation any checks, drafts, notes, bills of exchange, or certificates of deposit, and order the payment or transfer of money between accounts at the Bank and other banks. Endorsements "for deposit" may be written or stamped. The Bank may accept any instrument for deposit to any depository account of the Organization without endorsement or may supply the endorsement of the Organization. The Bank is authorized to pay all checks, drafts, and orders when signed, endorsed, or authorized by any Authorized Person without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such instruments are payable or endorsed, including those payable to or endorsed to the Authorized Person.

Print Name SHANNON GREEN Title Signer Facsimile Signatures
CHRISTINE FEHER CEO

SIGNER(S) TO BE ADDED LATER

Facsimile Signature Authorization

The Bank is authorized and directed to pay checks bearing any form of facsimile or computer-generated signature. If the Organization either uses or provides a signature card authorizing any facsimile or computer-generated signature, the Organization will be solely responsible for any check bearing a similar signature.

Further Authorizations

The Secretary, Assistant Secretary, Acting Secretary or President of the Organization, acting alone, is authorized to certify to the Bank the name, title, specimen signature and facsimile signature of any additional Authorized Person, or to instruct the Bank to remove any Authorized Person. The Bank may rely on this Certificate until it receives express written notice of a change or revocation.

FOR THE PRECEDING PURPOSES, the undersigned has signed his/her name(s) on the date indicated above.

Exemption from FATCA reporting code (if any) [According to the IRS Form W-9 instructions, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.]

CERTIFICATION

The undersigned certifies under penalties of perjury that (1) the Organization's Taxpayer Identification Number shown above is correct, and (2) the Organization is not subject to backup withholding because: (a) the Organization is exempt from backup withholding, or (b) the Organization has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Organization that it is no longer subject to backup withholding, and (3) the Organization is a U.S. citizen or other U.S. person (as defined in the Form W-9 Instructions), and (4) the FATCA code(s) entered on this form (if any) indicating that the Organization is exempt from FATCA reporting is correct.

If the IRS has notified the Organization that it is subject to backup withholding due to underreporting interest or dividends on its tax return, cross out item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: Date: 04/19/2023
Title: CEO
Printed Name: CHRISTINE FEHER

BUSINESS DEPOSITORY CERTIFICATE (Corporation)



ACCOUNT NO. 937693866

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Printed Name: _____

DISTRIBUTION: 1) National Account Services 2) Customer

JPMorgan Chase Bank, N.A. Member FDIC



Certification of Beneficial Ownership

04/19/2023

a. Name and Title of Natural Person Opening Account or certifying to the accuracy of the Beneficial Owner information/party:
CHRISTINE FEHER
CEO

b. Name and Address of Legal Entity for Which the Account is Being or has been Opened: (DBA continues on the following page(s) if applicable)
CALIFORNIA PACIFIC CHARTER SCHOOLS

940 S COAST DR STE 185
COSTA MESA, CA 92626-1780

CORPORATION - TYPE C

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04/19/2023

d. Customer Controller - The following information for one individual with significant responsibility for

CALIFORNIA PACIFIC CHARTER SCHOOLS

such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President); or
 - Any other individual who regularly performs similar functions.
- (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Physical/Business Address	For U.S. Persons Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number
SHANNON GREEN/Assistant Director of Fiscal Services	12/01/1987	5103 GRIFFIN OAKS LN SACRAMENTO, CA 95841-3056	XXX-XX-0667	

I, CHRISTINE FEHER (name of natural person opening account or certifying party), hereby certify, to the best of my knowledge, that the information stated above is complete and correct.

Signature: _____ Date: 04/19/2023

Nos complace poner todos los productos de Chase a disposición de todos los solicitantes calificados, independientemente de la raza, etnia, nacionalidad u otras características protegidas por la ley.

Es posible que algunos o todos los documentos, servicios o correspondencia estén disponibles solo en inglés.

We're pleased to make all Chase products available to all qualified applicants regardless of race ethnicity, national origin, or other characteristics protected under the law.

Some or all documents, services, and/or correspondence may be available only in English.



DEPOSIT ACCOUNT AGREEMENT AND PRIVACY NOTICE



Thank you for choosing Chase

This is your Deposit Account Agreement (may also be referred to as Account Rules and Regulations), or contract, with us.

We recommend keeping this agreement but we regularly update it, so you can always get the current agreement at chase.com, a branch or by request when you call us.

The Deposit Account Agreement also includes these separate documents that pertain to our personal and business accounts:

- Rates for interest-bearing accounts
- Personal accounts:
 - Additional Banking Services and Fees (including our Fee Schedule)
- Business accounts:
 - Additional Banking Services and Fees (including our Fee Schedule)
- Any additional disclosures, such as amendments or agreements, that we provide to you either when you open your account or when we change the terms of your account.

How to Contact Us

We're here for you. See below for how to reach us.

Personal Accounts:

Main phone number: 1-800-935-9935
 Spanish: 1-877-312-4273
 International calls: 1-713-262-1679
 Website: chase.com

Business Accounts:

Main phone number: 1-800-242-7338
 Spanish: 1-888-622-4273
 International calls: 1-713-262-1679
 Website: chase.com/business

Chase Private Client:

Main phone number: 1-888-994-5626
 International calls: 1-405-235-4847
 Website: chase.com/privateclient

Chase Mobile or Online Banking: 1-877-242-7372

Deaf and Hard of Hearing: We accept operator relay calls

Electronic Funds Transfers (EFTs):

In case of errors or questions about your EFTs, or if you believe your debit card has been lost or stolen, call us at 1-866-564-2262 or write:

Chase
 PO Box 659809
 Internal Mail TX3-7849
 San Antonio, TX 78265-9109

To Dispute Information Reported to a Consumer Reporting Agency:

JPMorgan Chase Bank, N.A.
 PO Box 182108
 Internal Mail OHW-1000
 Columbus, OH 43218

All Other Written Correspondence:

JPMorgan Chase Bank, N.A.
 PO Box 44945
 Indianapolis, IN 46204-4945

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Privacy Notice

Deposit Account Agreement

This agreement is the contract that governs your account.

Whether you have a personal or business deposit account, this document is the basic agreement between you and us (JPMorgan Chase Bank, N.A. or "Chase"). By signing a signature card or submitting an account application, or by using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms in this agreement. Customers of some of our business groups, such as Corporate Banking, will get a different agreement and their accounts will be governed by that agreement, not this one. If you have a product that is not a deposit account, such as a credit card, this agreement does not apply to that product. Also, other products or services, such as online banking or retirement accounts, may have additional agreements. In the event of an irreconcilable conflict between the terms of this agreement and any applicable Chase agreements, the terms of this agreement will control, unless otherwise explicitly stated.

This agreement also refers to and includes other disclosures we may provide to you, including (1) product information, (2) rate information, (3) banking services and fees, and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts. Products and services as well as associated fees, charges, interest rates and balance requirements may differ among different geographic locations. Not all products and services, including check cashing, are offered at all locations.

I. Definitions

Here are some important terms that we use throughout this agreement:

Account: Any deposit account, such as a checking or savings account, you have with us that is covered by this agreement.

ACH (Automated Clearing House): ACH, which may also be referred to as automatic payments, are funds transferred to or from your account through an automated clearing house network. Common examples include direct deposits of payroll, tax refunds, government benefits, and pensions.

ATM (Automated Teller Machine): An electronic device that performs many banking services, which can include withdrawals and balance inquiries.

Available balance: The amount of money in your account that you can use right now. You can find this balance on receipts you receive at ATMs, from a banker at a branch, on chase.com or Chase Mobile.

Here's how we calculate your available balance: We start with your previous end of day balance,

- Add any pending credit transactions,
- Subtract any pending debit transactions, deposits that are not available yet for withdrawal, and any holds on your account.

Business day: Every day except Saturdays, Sundays and federal holidays. Some branches may close on a business day due to an emergency or to observe a state holiday.

Check: A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

Debit card transaction: Any purchase or bill payment using your debit card. A debit card transaction may be either an everyday (not recurring) purchase transaction or a recurring payment, such as a monthly bill.

Direct deposit: An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government paying benefits.

Transaction (may also be referred to as item): Any check, ACH, funds transfer, online banking transaction, wire transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge or other instruction for an amount to be added to or subtracted from your balance, whether or not we pay or settle the transaction.

Overdraft: The amount by which any transaction(s) would exceed the balance in your account either when it is authorized or presented for settlement during our nightly processing. If your account has a negative balance it is considered to be overdrawn.

PIN: A four-digit personal identification number that you either select or request from us for your debit or ATM card. Some merchants and all ATMs require a PIN when you use a debit card.

Present balance: The total amount of money recorded in your account, including funds not yet available for you to use. This includes pending transactions, authorization holds that are not yet posted or deposits that have not yet been made available. You can find this balance on receipts you receive at ATMs, from a banker at a branch, on chase.com or Chase Mobile.

II. Opening Your Account

A. Personal Accounts

THE TYPE OF ACCOUNT OWNERSHIP MAY DETERMINE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a type listed under "Personal Accounts" in our product information, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

1. Solely owned account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

2. Joint accounts

When two or more people are listed as owners of a personal account, the account is a "joint account" and each owner is a "joint owner."

Each joint owner has complete control over all of the funds in the account.

DEPOSIT ACCOUNT AGREEMENT

JPMorgan Chase Bank, N.A. Member FDIC

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If your joint account becomes overdrawn, each joint owner is liable for the full amount the account is overdrawn, regardless of who initiated or benefited from the activity that caused the overdraft.

If one joint owner requests that we not pay transactions initiated by a different joint owner, we may block the account, but we are not required to do so. That means we will refuse to pay all transactions, including transactions initiated by the owner making the request. If we block the account, we may not release the block unless all joint owners agree in writing to remove it. No request to block the account will affect transactions that we paid before the request. If we decide not to block the account, all joint owners remain responsible for transactions subtracted from the account.

Any joint owner may close the account without the consent from any other joint owners. We may choose whether or not to act upon other instructions of any joint owners, including adding another owner to the account, without the authorization of the other joint owners. We may also pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

Joint account with rights of survivorship

If a joint account has rights of survivorship, and one joint owner dies, the account ownership will be transferred to the surviving joint owners. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners. If an account is designated "JAWROS" or "JTWROS," it has rights of survivorship.

Joint account with no right of survivorship (also called "tenants in common")

If a joint account does not have rights of survivorship, and one joint owner dies, that owner's interest passes to the owner's estate. Either the surviving joint owners or the deceased owner's estate may withdraw the funds at any time, and we have no responsibility for determining the respective interests of the owners. If an account is designated "Tenants in common" or "JTIC," it does not have rights of survivorship.

When survivorship rights apply

Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created without these rights. Accounts in Louisiana do not have rights of survivorship. Accounts in Texas do not have rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created with these rights.

If a joint account also contains a "payable on death" or "in trust for" designation, the account always includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner, except as stated in the paragraph below.

Marital account (Wisconsin only)

If one owner of a marital account dies, the survivor is entitled to 50% of the account funds and the estate of the deceased is entitled to the other 50%. If a marital account contains a payable on death designation, the POD beneficiary is entitled to the deceased spouse's 50% share. However, we have no responsibility to determine the respective interests of the owner and the POD beneficiary.

Tenants by the entirety (Florida only)

A Florida joint account owned solely by two spouses is a "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenants by the entirety account before responding to a garnishment or other legal process. We may assert our right of setoff or security interest in a tenants by the entirety account in order to collect debts of either owner.

3. "Payable on death" account

If you establish your account payable on death to one or more beneficiaries, the account is a "POD" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer POD accounts in all states.

4. "In trust for" (informal trust) account

If you establish your account as in trust for ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as an "ITF" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer ITF accounts in all states.

5. Convenience account

If you have a convenience account, you are its sole owner, but you authorize an additional signer to write checks or authorize other transactions. You are solely responsible for the actions of the additional signer (legacy accounts only).

6. Power of attorney

A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding the account, including withdrawing or spending all of the money in the account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them. An agent's power of attorney on an account is terminated when the account owner dies.

7. Supported decision-making agreement

In certain states you can name a supporter to assist you in understanding the information, responsibilities and consequences of your financial decisions. This is done through a supported decision-making agreement, which is an agreement between you and a supporter that is entered into so the supporter can assist with gathering information for you to make decisions about your account.

A supporter is a person that is named by you in a supported decision-making agreement. A supporter may not transact on your account; however, a supporter may request and be provided with account information, such as statements or copies of checks. A supporter may also communicate decisions made by you.

8. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act (UTMA/UGMA) account

The designated minor is the owner of the funds in the account; including any funds transferred into the account are irrevocably owned by the minor. UTMA/UGMA accounts can't be pledged as collateral for a personal loan to you, nor can checks be cashed against it.

If you are the custodian or successor custodian of an account under a state's UTMA/UGMA, you agree to manage and use the account in accordance with your obligations under applicable state law, including:

- Using the account for the exclusive use and benefit of the minor, and
- Transferring assets to the beneficiary at the age when the UTMA/UGMA terminates

It is your responsibility as custodian to consult your own legal or tax advisor about the governing state law.

At our sole discretion we may limit transactions on the account if you fail to transfer funds to the beneficiary as required by applicable law. You agree, on your own behalf and on behalf of the minor, to indemnify and hold us harmless from any and all liability, including from any claim by the beneficiary, for following any instructions with respect to the account.

9. Representative payee/VA custodian account

If you open an account as a "representative payee" for someone who receives Social Security payments, or as a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any debits from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the account. If the government demands that we return deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

10. Other fiduciary accounts

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator, or to the beneficial owners of the account.

B. Business Accounts

If your account is a type listed under "Business Accounts" in our product information, you agree not to use it for personal purposes.

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member or partner. "Business organization" means a corporation, unincorporated association, limited liability company, partnership, or any other business, government or non-profit organization. We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account. If they state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a signer.

If the account owner is a sole proprietorship, that means that one person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents. We may in some states allow a married couple to open an account as a sole proprietorship.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. A signer is also authorized to sign checks drawn on your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

A signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business. We may, although we are not required to, cash checks payable to or accept "less cash" deposits from a business organization.

If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

III. Using Your Checking or Savings Account**A. Adding Money to Your Account****1. Direct deposits; notice of electronic deposits**

When we receive an electronic deposit to your account, the only notice you will receive from us is on your next statement. You may visit [chase.com](https://www.chase.com) or Chase Mobile® and use Account Alerts, or call us to confirm that we have received a deposit.

If the bank that sent an electronic deposit to your account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating.

2. Endorsements

An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited doesn't have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement "without recourse."

3. Endorsement requirements

To help ensure that checks you deposit or cash will be processed timely, your endorsement (and any other endorsement supplied by a co-payee) must be in the 1½ inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check.

If you don't endorse your check properly and it causes us a loss, cost or expense, you have to pay that amount to us.

4. Our rights and responsibilities for deposits

If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise reasonable care. If we lose a check, you agree to use reasonable efforts to help us locate or replace it.

We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items.

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We can reverse any amount we have added to your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

If we refuse a deposit, we may take a check on a "collection basis," which means we will not add funds to your balance until we have actually been paid for the check. If we process any check deposit on a "collection basis," we will not add funds to your balance until we have actually been paid for the check by the other bank.

If the other bank charges us a collections or processing fee for any item, we will deduct that from your account or the amount credited to you. These charges or fees will be assessed even if the other bank does not pay us for the check or the funds have already been deposited to your account.

5. Our right to charge back deposited or cashed items

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from the balance in your account or in other accounts for which you are an owner, or charge part of the item to each, even if you have already withdrawn the funds. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

6. Transaction records and receipts

We may rely on the account number on any deposit slip, payment instruction, or similar record we receive, even if that account number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip.

We are permitted to adjust (debit or credit) your account, and we may notify you, if we:

- Determine a discrepancy exists between the declared and the actual amount of the funds in your account, or
- Misdirected a transaction to or from your account or made a transaction that we reasonably believe to be in error.

If we give you a receipt for a CD that you decide not to open or we give you a receipt for a deposit that you then cancel, the receipt is void and you may not claim those funds.

7. Night depository and large cash deposits

Any of our employees may open and count any deposit that a branch banker didn't count in front of you, including night depository deposits and large cash deposits, and you agree not to dispute that employee's determination of the amount you deposited.

If you use our night depository, you are responsible for any disappearance, theft or loss of any envelope, bag or money before we issue a written receipt for the deposit.

8. Depositing remotely created checks

A remotely created check is created by the payee and not signed by the account owner. It states that the account owner authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account owner for payment in the amount it shows.

B. Posting Order and Processing

1. Posting order

Posting order is the order in which we apply deposits and withdrawals to your account. We provide you with visibility into how transactions are posted and in what order to help you better manage your account.

When we transition from one business day to the next business day we post transactions to and from your account during our nightly processing. The order in which we generally post transactions during nightly processing for each business day is:

- First, we make any previous day adjustments, and add deposits to your account.
- Second, we subtract transactions in chronological order by using the date and time of when the transaction was authorized or shown as pending. This includes ATM and Chase banker withdrawals, transfers and payments; automatic payments; chase.com or Chase Mobile online transactions; checks drawn on your account; debit card transactions; wire transfers; and real time payments. If multiple transactions have the same date and time, then they are posted in high to low dollar order.

- There are some instances where we do not have the time of the transaction therefore we post at the end of the day the transaction occurred:
 - We are unable to show the transaction as pending; or
 - We don't receive an authorization request from the merchant but the transaction is presented for payment.
- Third, there are some transactions that we cannot process automatically or until we've completed posting of your chronological transactions. This includes Overdraft Protection transfers or transfers to maintain target balances in other accounts. We subtract these remaining transactions in high to low dollar order.
- Finally, fees are assessed last.

If you review your account during the day, you will see that we show some transactions as "pending." For details, refer to the section "*Pending*" transactions. These transactions impact your available balance, but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that business day's nightly processing, even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it and it may still be posted against your account during nightly processing.

2. "Pending" transactions

Throughout the day we post debits and credits to your account that may appear as "pending" when we become aware of the transaction. The following are the most common types of debit transactions that may appear as "pending" and reduce your available balance by the amount of the transaction:

- ATM and Chase Banker Withdrawals, Transfers and Payments
- Automatic Payments
- Chase.com or Chase Mobile Online Transactions
- Checks Drawn on Your Account
- Debit Card Transactions
- Wire Transfers

ATM and Chase Banker Withdrawals, Transfers and Payments: For payments or cash withdrawals, we will apply the transactions and update your available balance as soon as the transaction is complete.

Automatic Payments (ACH transactions): We will generally apply debit transactions against your available balance as pending at the start of the business day of the effective date of the payment. If you initiate ACH debit transactions on the same day as the effective date, we will apply them in the order we receive them.

Chase.com or Chase Mobile Online Transactions: For any payment or transfer, once you approve the transaction, we'll apply it to your account. For recurring or future dated payments, it is applied on the effective "send on" date.

Checks Drawn on Your Account: When cashed or deposited at a Chase ATM, branch, or online, the check will be pending on your account at the time it was cashed or deposited. Checks that are deposited at other banks will show as pending throughout the day as the other banks submit the item to us for payment. If the amount of the check identified in the notice exceeds your balance at the time we receive the notice, we may notify the other bank of that fact.

Debit Card Transactions: For more information on debit card transactions refer to the section *Important Information and Agreements About Your Card*.

Wire Transfers: Once we've begun processing the wire transfer and completed all of our internal reviews, we will apply the transaction to your account and update your available balance on the transfer's effective date.

While we make every effort to place transactions in a pending status on your account during the day, transactions may be unable to be displayed as pending before they are posted to your account. How these transactions are posted when they are completed and no longer display as pending is based on the posting order. Fees are applied against the account based on how transactions are posted. For details, refer to the section *Posting Order*.

C. Overdrafts, Fees and Overdraft Protection

1. Paying transactions presented against insufficient funds

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize or pay any type of transaction. Even if we've paid overdraft transactions before, we are not required to do it in the future.

We may pay or return any transaction when it is presented if your account balance is less than the amount of that transaction. The account balance we use to pay or return a transaction is determined during our nightly processing. During our nightly processing, we take your previous end of day's balance and post credits. If there are any deposits not yet available for use or holds (such as a garnishment), these will reduce the account balance used to pay your transactions. Then we subtract any debit transactions presented during our nightly processing. We look at your balance only once when the transaction is presented (or presented again at a later time such as a check or ACH) to us to decide if you have enough funds to pay the transaction. For details, refer to the section *Posting Order*.

The available balance shown to you during the day may not be the same amount used to pay your transactions as some transactions may not be displayed to you before nightly processing. We will decline any requested ATM withdrawal unless your available balance at the time is equal to or more than the amount of the requested withdrawal. Special rules for everyday debit card transactions, overdraft and fees for these transactions, are described in the *Electronic Funds Transfer Service Terms*. Withdrawals and debits at ATMs or with merchants may be subject to additional limitation described in the Additional Banking Services and Fees.

2. Your responsibility to repay overdrafts

You must immediately pay the amount of any overdraft along with any fees that apply. We may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. For certain business accounts, if you don't immediately pay the amount of overdraft, you may also be charged additional fees or interest during nightly processing.

You authorize us to use the money from any subsequent deposits to your account (including but not limited to a direct deposit of Social Security or any other state or federal benefit payment) to pay any overdraft and resulting fees in that account. The repayment of any overdraft or resulting fee from any other account is outlined in the section *Setoff and Security Interest*. For deposits you have authorized, you understand and agree that if you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits.

You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off. It's your responsibility to avoid overdrawing your account.

3. Overdraft Fees

We will charge an Overdraft Fee (may also be referred to as Insufficient Funds Fee) during nightly processing for any paid transaction posted on a business day when your account is overdrawn. If we return a transaction, we will not charge a fee. We will charge an Overdraft Fee for a transaction that may have been previously returned unpaid if it is later paid against an overdrawn balance. Special rules for everyday debit card transactions are described in the *Electronic Funds Transfer Service Terms*.

Refer to your product information and Fee Schedule for information about what fees apply and how fees are calculated for your account. We may limit the number of Overdraft Fees we charge for a business day. For business accounts, we may charge interest on any amount you are overdrawn that you haven't repaid promptly.

4. Overdraft Protection

Overdraft Protection allows you to link one of your accounts as your backup account to your checking account to help pay an overdraft. If your checking account does not have enough money, we will use the available funds from your backup account to authorize or pay transactions.

Establishing or Canceling Overdraft Protection: Any owner of both a qualifying checking account and the backup account may enroll in Overdraft Protection without the consent of other owners and both accounts must share at least one owner to maintain Overdraft Protection. Any owner of the checking account or the backup account may cancel Overdraft Protection (by terminating the service or closing the account) without the consent of other owners. A backup account can provide Overdraft Protection for more than one checking account, but a checking account can have only one backup account. A personal checking account may be linked to a Chase personal savings account; and a business checking account may be linked to a Chase business savings account or a business line of credit in good standing. We may cancel your Overdraft Protection service at any time. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval.

Transfers: We will make one Overdraft Protection transfer per business day that will appear on your statement for both accounts. If you have enough available funds in your backup account, we will automatically transfer enough to bring your checking account balance to zero. If you do not have enough available funds in your backup account to bring your checking account balance to zero, but you have enough available funds to pay one or more transactions and/or your previous day's negative balance, we will transfer that amount. If the amount transferred does not bring your checking account balance to zero, your checking account will become overdrawn and you may be charged Overdraft Fees. If we authorize your transaction, we will leave the funds in your backup account until we pay the transaction, which may take several days. However, if you use those funds before the transaction is paid there will not be available funds to transfer and your checking account may become overdrawn and charged an Overdraft Fee. The available balance for a savings account is determined at the time that we authorize a transaction or at the end of business day processing. The available balance for a business line of credit is determined at the end of the previous business day processing. We are not required to notify you if funds from the backup account cannot be transferred for Overdraft Protection (for example if the account is dormant, purged, restricted or not in good standing). Refer to the section *Restricting Your Account; Blocking or Delaying Transactions* for additional information.

D. Electronic Funds Transfer Service Terms; Payments, Deposits and Transfers You Make or Receive by Electronic Methods

We provide a variety of electronic funds transfer (EFT) services for deposit accounts. These include payments, deposits and transfers that you make or receive by electronic methods, such as with your card, telephone, or chase.com.

1. Types of EFT services

a. Debit and ATM cards

As a condition of opening certain accounts, you agree that we may automatically issue you a Chase debit or ATM card. However, activating your card is not required to keep your account open. We may deactivate any temporary ATM card when you activate your debit card.

You can use your card as follows:

At ATMs to:

- Withdraw cash;
- Transfer money;
- Check your balances;
- Deposit cash or checks;*
- Make payments to qualifying Chase credit cards and loans;*
- Obtain a copy of recent account activity.*

Services marked with an asterisk (*) are available only at Chase ATMs, and all services may not be available at all Chase ATMs.

When you use a Chase ATM, you will have access to all of your personal checking, savings and credit card accounts, regardless of whether the accounts are linked to your card. When linking multiple accounts to your card, one checking account and one savings account will be designated as primary. We also offer cards with limited functions for your deposit accounts, such as deposit-only business cards that can be linked to a checking or savings account. Subject to the limited functions provided for each card, limited-function cards are also considered "cards" under this agreement.

You can use a non-Chase ATM only if it is in a participating network. Your primary checking and savings accounts will be accessible on that network, and your other linked accounts may be accessible. Outside the U.S., only your primary checking account is usually accessible. We may charge a Non-Chase ATM Fee, and the ATM owner/network may also charge a fee. Any of these fees may be charged for any activity, including withdrawals, balance inquiries and transfers. We generally waive the

Non-Chase ATM Fee for a balance inquiry or transfer if it is made in connection with a withdrawal at the same non-Chase ATM at the same time with the same card. On some accounts, we will refund ATM fees charged by the ATM owner/network; however, some ATM owners/networks do not identify these fees in the information they send to us and, as a result, we may not automatically refund the fee. If for any reason the refund is not processed, please contact us. If you choose to convert an international transaction to U.S. dollars at either an ATM or on a purchase, foreign currency commissions and fees included in the exchange rate charged by third parties are excluded from Chase reimbursements.

You can use your debit card (but not your ATM card):

At participating merchants to:

- Purchase goods and services. Purchases are subtracted from your primary checking account. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your card number or expiration date has changed or your debit card is closed. We may also provide the merchant or the participating network your new account number and expiration date.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Send or receive payments from another person, or receive payments from a business by providing your card number to third-party payment services.

At participating financial institutions to:

- Withdraw funds at a teller. Withdrawals are subtracted from your primary checking account. You will be charged a Non-ATM Cash Fee.

b. Electronic transfers using your account number

You may authorize a third party to transfer funds to or from your account by providing your account number and your routing number or your debit card number. These transfers may use various payment networks and may take various forms, such as:

- Employer payroll, government benefits or other direct deposits;
- One-time or recurring charges to your account to pay bills or make a purchase;
- Transfers between external accounts and your Chase accounts; or
- A “check conversion” transfer, where a merchant or other payee creates an electronic transfer from your paper check. The merchant may keep your check or return it to you.

c. Online banking and Chase Mobile

You may use chase.com or Chase Mobile to view your account information, make deposits (Chase Mobile only), transfer funds between your Chase accounts, pay qualifying Chase loans or credit cards, or make payments from your account to third parties. Enroll for these services on chase.com or by downloading the Chase Mobile app for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll.

d. Telephone banking

You may use our automated customer service system or speak to us to get your account information, transfer funds between your accounts with us, or pay qualifying Chase loans or credit cards. You must have a valid deposit or loan account and a valid password or PIN to use the automated system. Business account owners may also use a valid Taxpayer Identification Number (TIN).

e. Transfers for Overdraft Protection

Transfers to and from your accounts for Overdraft Protection are also EFTs and subject to these terms.

2. Important information and agreements about your card

a. Authorizations and holds

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your available balance, generally for three business days, for the amount of the authorization. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your account after the authorization hold has lifted.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel).

For some types of purchases we may place a hold for a longer period. There are times—for example, at restaurants, hotels or car rental agencies—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your available balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

b. Overdrafts with your card

For personal accounts, unless you have notified us that you DO want us to pay debit card overdrafts at our discretion, we generally won't authorize an everyday debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Overdraft Fee. For business accounts, if you have notified us NOT to pay overdrafts we generally won't authorize a debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Overdraft Fee.

When we give authorization to a merchant for your purchase, your available balance will decrease. But the authorization will not prevent certain transactions, such as ACH transactions and checks, from posting to your account, which can leave your account without enough funds. To avoid Overdraft Fees, be sure to keep enough funds in your account to avoid overdrawing your account, including enough funds for previously authorized debit card transactions not yet posted to your account.

We rely on transaction coding sent to us by the merchant or other third party to determine whether the transaction is everyday or recurring, which affects whether or not we would authorize these transactions at our discretion and whether we can assess you Overdraft Fees. If any other transaction overdraws your account, we will assess fees described in the sections *Overdrafts, Fees and Overdraft Protection, Posting Order and Processing*, and the Fee Schedule.

c. Canceling your card

We may cancel your card at any time without notice. You may cancel your card by calling us. If you do, please destroy it.

DEPOSIT ACCOUNT AGREEMENT

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d. Our right to refuse transactions

We can refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. If you lock your card, we will stop authorizing everyday debit card transactions and ATM withdrawals but may still authorize recurring debit card transactions. Any card we issue to you will be unlocked when you activate it.

e. Foreign exchange transactions

The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the date you used your card. When the card transaction is posted to your account, we will charge a Foreign Exchange Rate Adjustment Fee on the card transaction amount after conversion to U.S. dollars.

The exchange rate we use may include a spread, commissions or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

f. Debit or credit prompts at terminals

If a merchant asks "Debit or Credit?" when you make a purchase, you can choose either one and your purchase will be subtracted from your primary checking account.

- If you select Debit, you must also enter your PIN.
- If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

g. ATM safety and safeguarding your account information

Be safe at ATMs. Some ATM locations are recorded by a surveillance camera or cameras. We advise you to be aware of your surroundings before, during and after any ATM use. Here are some additional tips:

- Choose an ATM that is well lit.
- Don't use an ATM that looks unusual or altered.
- During the hours of darkness, consider having someone accompany you to the ATM.
- If you suspect the ATM isn't working properly or if you notice anything suspicious, cancel the transaction and find another machine.
- When using a Chase ATM with a separate entry door, you should close the door completely upon entering and should not permit entrance to any unknown person after regular banking hours.
- If you need emergency assistance as a result of criminal activity or medical emergency, contact 911.
- At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your card from the ATM, and then put away your money, receipt, and card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed, go to a heavily populated, well lighted area, and immediately contact the police.
- Complaints concerning security at New York Chase ATMs should be reported to the Chase Security Department at 1-800-900-0001 or the New York State Department of Financial Services at 1-888-697-2861.

Keep your PIN confidential. Never give your PIN to anyone, and don't write it down. In addition, to keep your card information safe:

- Use a PIN that others can't easily figure out.
- To change your PIN (or if you forget your PIN), request a new PIN at chase.com, call us or visit any Chase branch.

Protect your debit card or ATM card as you would a credit card or cash.

Notify us immediately if your card is lost or stolen, or if you discover any other error. The sooner you report a problem, the sooner we can take precautions to ensure your card isn't misused.

3. Daily dollar limits on ATM withdrawals and card purchases

To protect your balance, we place daily dollar limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. Your limits are contained in the product information you received when you opened your account.

However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we'll notify you if we do).

Your card will be restricted if we consider your account to be inactive or dormant.

4. Receipts and statements

You can receive or have the option to receive a receipt at ATMs, from a banker at a branch, online through chase.com, and at merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

See *Statements and notices* for information about periodic statements.

To confirm that you have received a direct deposit, review your balance and recent transactions through chase.com, Chase Mobile, at an ATM, or call us.

5. In case of errors or questions about your electronic funds transfers

If you think your statement is wrong, or if you need more information about a transaction listed on it, see the *How to Contact Us* section.

For personal accounts only, the following procedures apply:

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If your first account deposit is less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days. If your first account deposit is less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

For business accounts, our practice is to follow the procedures described above, but we are not legally required to do so. For example, we are not required to give provisional credit, or to finalize the claim during the periods stated above. We require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized.

6. Our liability for failure to complete transactions

If we do not complete a transaction from your personal account on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law. We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

7. Preauthorized (recurring) transfers and stop payments

You may use your account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

You can stop some payments before the scheduled payment date in the following ways:

1. If you provided your card number for the recurring transfer, you must contact us by telephone or at the branch and give us the exact card number. We will close the card and you can replace it with a new card and card number upon request.
2. If you provided your account number and routing number for ACH direct debits to your account (both recurring and one-time payments), you must contact us by telephone or at the branch and give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or an instruction to block all payments from the named payee. We will charge a Stop Payment Fee. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

For personal accounts, your ACH stop payment is effective until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer.

For business accounts, your ACH stop payment will either be effective:

- Until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer, or
 - One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement.
3. If you set up your recurring or one-time bill payments or transfers through chase.com or Chase Mobile, you can use that service to cancel pending and future payments.
 4. If you previously set up recurring account transfers in the branch, you can only cancel those pending and future transfers in the branch.

We will generally process a stop payment request as soon as we receive it. If you place a stop payment three or more business days before the transfer is scheduled, and we still pay, we will be responsible for your losses or damages.

For business accounts, you can enroll in ACH Debit Block on chase.com to block and return ACH debit transactions.

8. Disclosure of account information to third parties

Information about your account or the transactions you made will be disclosed to third parties:

- As necessary to complete transactions;
- In connection with the investigation of any claim you initiate;
- To comply with government agency, arbitration or court orders (including subpoenas);
- With your written permission;
- As permitted by our Privacy Notice.

9. Notice of your rights and liabilities**For personal accounts only:**

Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than \$50 if someone used your card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500. If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

For business accounts only, you agree:

- To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
- To notify us promptly in writing if any user of a card is no longer employed by you or authorized to conduct business on your behalf;
- That by allowing anyone to use your card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all authorized and unauthorized transactions;
- That all of the provisions of this agreement, including liability limitations and the requirement that you give us notice of unauthorized transactions within 30 days, apply to your EFT services.

Special Provisions for Card Transactions (Zero Liability Protection) for personal and business accounts:

You are not liable for any unauthorized card transactions if you notify us promptly.

However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or card, where you have given someone else your card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days (30 days for business accounts).

10. Fees

Fees for all EFT services are disclosed in our Fee Schedule and product information.

11. Services not covered by this part; separate agreements

For personal accounts, EFT services described in the *Electronic Funds Transfer Service Terms* do not include wire transfers and any transactions that are not covered by Consumer Financial Protection Bureau Regulation E.

For business accounts, wire transfers and other services not specifically described in the *Electronic Funds Transfer Service Terms* are governed generally by this agreement or by separate agreements.

We may offer additional EFT services besides those described in the *Electronic Funds Transfer Service Terms* that have separate agreements and disclosures.

E. Other Ways to Use Your Money**1. When you can withdraw funds you've deposited**

Generally, for checking and savings accounts, you may withdraw funds the next business day after the business day you deposit them. But in some cases you may not. Please see the *Funds Availability Policy* for details.

If funds from a deposit become available and you can withdraw them, that does not mean the check or other item you've deposited is authorized, is "good," has "cleared," or has been paid by the paying bank. It's also possible that the check will be returned months after we've made the funds available to you and you've withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned.

2. Withdrawals and transfers from your account

We may subtract from your available balance the amount of any check or other transaction that we receive throughout the day that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. If check writing is not an available feature of your account, we will not issue you checks, and you are not permitted to write checks drawn on your account. We will not pay checks if you attempt to do so.

3. Transactions in a foreign currency

Any transaction we conduct for you in a foreign currency, such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and time of the exchange, and whether the transaction is a debit or credit to your account. You should expect that these rates will be less favorable than rates quoted online or in publications.

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we've added to your balance and send the check on a collection basis even after we've taken physical possession of the check. Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate for such items that's in effect when we're paid for the check. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

4. Large cash withdrawals

We may place reasonable restrictions on when and how you make any large cash withdrawal. We may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

5. Stop payments on a check

If you request us to stop payment on a check, we will charge either a Stop Payment Fee or an Online or Automated Phone Stop Payment Fee depending on how you request your stop payment. However, the stop payment will not be effective if we have already certified, paid or otherwise become responsible for the check. For example, we can't stop payment on a check we've already cashed or a deposited check where the funds have already been withdrawn. Refer to the *Electronic Funds Transfer Service Terms* for how to place a stop payment on recurring electronic payments.

You may request a stop payment by calling us, in person, or through chase.com or Chase Mobile. We use automated systems to identify items, so we need specific information to process the request. In order for us to identify the item, you must give us the account number on which the check is drawn and either:

- The exact check number or a range of check numbers,
- The payee name and the exact amount of the check, or
- The payee name and range of amounts of the check.

We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you.

For personal accounts, your stop payment request lasts for one year even if the check is presented more than once unless you cancel your stop payment request. However, you may place a new stop payment order, which will be effective for one calendar year from the day you place the additional order. An additional fee will be charged.

For business accounts, you may place a stop payment for either:

- One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement, or
- One calendar year (this option is not available for stop payments initiated on chase.com or Chase Mobile).

Generally, we will complete your request as soon as we receive your instructions.

We may allow you to place a stop payment on a cashier's check, teller's check or certified check if you provide us a sworn statement—in a form we deem acceptable—that the check is lost, stolen or destroyed. Even if we agree to attempt to stop payment on a cashier's check, teller's check (official check) or certified check, if the check is presented for payment, we may pay it and you will be liable to us for that item, unless otherwise required by applicable law. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least 90 days after the original check's issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within 90 days after the issue date.

6. Account numbers on funds transfers

If you instruct us to send a funds transfer, such as a wire or ACH, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

7. Savings account withdrawals

In this agreement, a savings account means an account, including a money market account (and excluding NOW accounts), for which we reserve the right to require seven days' prior written notice to withdrawal. See the section *Our right to require advance notice of withdrawals*. During any monthly statement period, you may make transfers and withdrawals, regardless of the number of transfers and withdrawals or the way in which transfers and withdrawals are made. You agree not to make withdrawals by negotiable or transferable instruments (checks or drafts) for the purpose of making transfers to third parties from savings accounts.

8. Our right to require advance notice of withdrawals

For all savings accounts and all personal interest-bearing checking accounts, we reserve the right to require seven days' prior written notice of withdrawal.

9. Check cashing

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable.

10. Incomplete, future-dated, conditional or stale-dated checks

You agree not to write a check that's incomplete, future-dated or tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for \$1,000 or less." We have no duty to discover, observe or comply with these conditions and may pay such checks. If we pay a conditional check, the conditions do not apply to us.

We may choose to pay or not to pay a stale-dated check (dated more than six months before it is presented), regardless of how old it is. If we pay it, you will be responsible for the check.

11. Multiple signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

12. Facsimile signatures

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

13. Review of checks and signatures

Check payment is highly automated, and we pay millions of checks every day. Although we inspect some checks, you agree that reasonable commercial standards don't require us to do so. If we return a check because we believe it doesn't match your signature on file with us, we're not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

14. Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights as a consumer regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Overdraft Fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if applicable) within 10 business days after we receive your claim and the remainder of your refund (plus interest if applicable) no later than 45 calendar days after we receive your claim. We may reverse the refund (including interest) if we later determine the substitute check was correctly posted.

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You must contact us within 40 calendar days of the date that we mailed or otherwise delivered the substitute check or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

Depositing substitute checks

You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

IV. Funds Availability Policy

When Your Deposit Is Received:

If you make a deposit with a banker at a branch on a business day, we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Chase ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, or make an ATM deposit after the ATM cutoff time, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.
- For deposits and transfers at most ATMs, the cutoff time is 11 p.m. Eastern Time (8 p.m. Pacific Time). For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository; we will remove deposits no later than the next business day.
- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made at a night depository when those branches are closed will be considered received on the next business day when the branch is open.
- We will not accept cash deposits by mail. Check deposits made by mail should be addressed to:

National Bank By Mail
PO Box 6185
Westerville, OH 43086

All deposits made by mail and addressed to any other Chase facility may be forwarded to the National Bank By Mail facility in Westerville, Ohio, and will be considered received on the date the deposit is received by that facility.

For all accounts other than Chase Analysis Business Checking (with or without Interest): Wire transfers, electronic direct deposits and cash deposits will be available on the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit.

In most cases when you deposit checks drawn on a Chase account:

- Deposits made with a banker at a branch will be available on the same day we receive your deposit;
- Some or all deposits made at an ATM will be available on the same day we receive your deposit.

Once funds are available, you may withdraw them or use them to pay checks and other items. For online banking deposits, different terms may apply.

For Chase Analysis Business Checking (with or without Interest):

Same-day availability: Wire transfers, electronic direct deposits, and cash deposits made with a banker at a branch or at an ATM will be available on the day we receive your deposit.

Next business day availability: Funds from the following deposits are available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you;
- Checks that are drawn on us.
- The following items, if you make the deposit with a banker at a branch:
 - a. State and local government checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
 - b. Cashier's, certified, and teller's checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
 - c. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders that are payable to you.

Second business day availability: Funds from all other deposits are available no later than the second business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks and other items.

For online banking deposits, different terms may apply.

Longer Delays May Apply:

For all accounts other than Chase Analysis Business Checking (with or without Interest): In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225 of these deposits will be available on the first business day after the day of your deposit, unless we delay availability for one of the circumstances listed below. If you will need the funds from a deposit right away, you should ask us when the funds will be available, but further review of the deposit after we receive it may still result in delayed availability.

For all accounts: We may delay availability for the full amount of the check, including the first \$225, up to the seventh business day after the day of your deposit under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than \$5,525 in any one day;
- You redeposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or our systems.

If your check deposit is made with one of our employees or at an ATM and we decide at that time to delay your ability to withdraw funds, we will tell you then. If we decide to delay availability of your funds after you complete your deposit, we will mail you a deposit hold notice by the business day after we decide to take that action.

Special Rules for CDs and Retirement Money Market Accounts:

Generally, funds you deposit will be available within one business day except when you deposit checks that total more than \$5,525 in a business day. The amount exceeding \$5,525 will be available no later than the seventh business day after the day of your deposit. However, we are not required to let you withdraw principal from a CD before it matures.

Special Rules for New Accounts:

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of the first \$5,525 of a business day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made with a banker at a branch, the first \$5,525 will not be available until the second business day after the day of your deposit; and
- Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

Holds on Other Funds:

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available on the day they would have been available if you had deposited the check.

V. Safeguarding Your Information

A. Checks and Other Documents You Use

We are not responsible for losses or delays that result from improper printing on checks or other account documents that you obtain through someone other than us. We may refuse to accept for deposit or to pay checks that we cannot process or photograph using our customary equipment.

B. Protecting Your Checks

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, such as leaving your checks where they can easily be stolen, we are not responsible for any losses that may result.

C. Notice of Forgeries, Unauthorized Signatures and other Errors on Your Account Statement

Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed or otherwise improper.

You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available (for example, paperless statements) if:

- A check that you did not authorize or that is altered is listed on your statement;
- A teller transaction that you did not authorize or that is inaccurate is listed on your statement;
- Your account statement contains any errors; or
- You did not receive your scheduled statement.

This 30-day notice requirement does not limit our rights to attempt to collect on unauthorized or altered checks from other banks.

You must notify us in writing of any unauthorized, improper or missing endorsements on checks within six months after the account statement is mailed or made available.

For all errors, you must provide us with all information we need to investigate the alleged error or item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the check or errors. In addition, if you fail to notify us of any unauthorized check within 30 days (14 days in New York) after we mail, or in any other way make available, a statement that lists an unauthorized check, we are not required to reimburse you for unauthorized checks initiated by the same wrongdoer(s) that we pay after that time.

These requirements do not apply to personal account transactions covered by the *Electronic Funds Transfer Service Terms* or consumer international wire transfer error resolution terms. Additional terms specific to wire transfers, including cancellations, errors and unauthorized transactions are contained in your wire transfer agreements. You also have certain rights under federal law for substitute checks; please see *Substitute Checks and Your Rights* for more information.

VI. Managing and Maintaining Your Account

A. Interest on Checking and Savings Accounts

When you open a checking or savings account that pays interest, we will provide you a rate sheet stating the current interest rate and Annual Percentage Yield for your account. The rate sheet is considered a part of this agreement.

Your account has a variable interest rate. That means we may change the interest rate and Annual Percentage Yield as often as we choose, without limits and without notice. Interest begins to accrue on the business day we receive credit for your deposit. For cash, wire transfers and electronic direct deposits, interest begins to accrue on the business day of your deposit.

We use the daily balance method for calculating interest. This method applies a daily periodic rate to the balance in your account each day, which may be based on your present balance or collected balance as explained in the product information for your account. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for checks and similar items). We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

Interest is credited and compounded monthly. However, Retirement Money Market accounts with interest distributions will not compound, and interest will be credited on the distribution date. Unless otherwise stated in your product disclosure, interest is computed on a 365-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period (usually monthly), any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

B. Linking Your Accounts; Statements

1. Linked accounts

You may link your qualifying accounts to your checking account to help you avoid some fees and get relationship rates. An account may be linked to only one checking account.

We may automatically link accounts or we may provide some of the benefits you would be eligible for had you requested your accounts to be linked. If we don't, you may ask us to link your accounts. Your account information may be made available to any other owner on any of the linked accounts. If the checking account to which your other accounts are linked closes for any reason, it is your responsibility to request any remaining eligible accounts to be linked. If we determine your accounts are no longer eligible for linking, we may delink them and we are not required to notify you if we do.

If you choose to link your accounts to other accounts for which you serve as trustee or custodian (fiduciary), your account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary accounts. You should carefully consider this decision and consult with your legal advisor if necessary. Refer to your product information to determine which qualifying accounts are eligible to be linked, any additional requirements and the benefits from linking accounts.

2. Statements and notices

We will make a monthly account statement available for checking and savings accounts during each statement period. The statement period may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement.

You will receive either a paperless statement or a statement by mail. We may not mail statements if your account has had no activity other than interest we paid. If you receive paper statements, we will mail them through U.S. mail to the current address listed in our records. We may change your mailing address if we receive an address change notice. Checking and savings statements are also generally available through chase.com or Chase Mobile.

We have made the statement available to you on the day we mail your paper statement or notify you that the paperless statement is available, even if your current address or email is invalid.

We may send you other notices related to your account. If you are enrolled in chase.com or Chase Mobile, some notices may only be available electronically. We send some notices only in paper form. You agree that sending the statement or notice to one owner of an account qualifies as sending it to all owners, even if all owners don't have access to the mailing address of record for the account.

3. Combined statements

Checking, savings and CD accounts with at least one common owner may be combined on a single statement, either with or without your request. For customers receiving statements by mail, combined statements will be sent to the primary account holder's address, unless a new mailing address is designated for the account. However, we may send you separate statements at any time for any reason without prior notice. If accounts are included on a combined statement and you don't want that, notify us and we'll separate the statements. That change will affect only future statements.

Linked accounts do not have to be on a combined statement to receive the benefits of linking, and combining accounts on a single statement does not mean that the accounts are linked.

Each owner of each account listed on the statement can request a copy of a statement and will be able to view all account activity for all accounts on that statement through chase.com or Chase Mobile.

4. Options for receiving checks

We offer three choices for how you can view or receive copies of checks you've written or authorized:

- "Check safekeeping" means we keep images of your checks, which are available through chase.com. We do not include your paid checks or images of them with your statement. Some accounts require check safekeeping.
- "Image statement" means you will receive images of the front of your paid checks on your account statement.
- "Check enclosure" means we return legal copies of your paid checks for each statement cycle. This feature is not offered on all accounts or on paperless statements. If your statement is changed from paper to paperless, you will receive an image statement instead of check enclosure.

If you have multiple personal checking accounts on a single statement and one of them uses check enclosure, all others will use check safekeeping. You agree that when we send a statement we have made the check available to you, even if we do not send originals or images with the statement. We will destroy original checks after a reasonable period of time we determine.

If for any reason we can't provide a copy of your check, you agree that we will not be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks, so we can provide a copy of the image, but not the original check.

C. Telephone and Electronic Communication

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity.

When you give us your mobile number, we have your permission to contact you at that number about all of your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

D. Fees for Your Account

You agree to pay all fees applicable to your account. We provided you a schedule of fees when you opened your account, and we will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative. Refer to the Fee Schedule for specific fee information.

E. Setoff and Security Interest

If you owe a debt to us or any of our affiliates (either now or in the future) that is due or overdue, you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds except as required by law. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) that had been deposited to your account. The right of setoff does not apply if the debt is created under a consumer credit card plan. Any term that may exist in another agreement that governs your debt that may also provide for such rights provided here will be governed by that agreement.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, and we return those funds to the payor, we may reduce your account balance by that amount.

F. Account Alerts and Text Banking

If you receive or otherwise use Account Alerts or text banking, you agree to the following terms. If you are enrolled with chase.com, the terms of the digital or other online service agreements control the terms of these services instead.

- We may use a telephone number, email address or other delivery point we have in our records for you or other contact information that you provide to us for these services so we can send you certain information about your account. You may be automatically enrolled to receive certain Account Alerts via email. To manage your Alerts preferences or cancel Account Alerts, use chase.com or Chase Mobile or call us.
- We will send Account Alerts or text banking messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations.
- We do not charge for Account Alerts or text banking, but message and data rates may apply. **To cancel text banking services, send STOP to 24273 at any time.** For help or information on text banking, send HELP to 24273 or contact us at 1-877-242-7372.
- Account Alerts and text banking are provided for your convenience and do not replace your monthly statement, which is the official record of your account. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent debit card transactions or checks you have written.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in Account Alerts or information sent through text banking. If we suffer a loss, cost or expense because you provide an incorrect telephone number, email address or other delivery point, or you violate applicable laws, you have to pay that amount to us.

VII. Maintaining Your Certificate of Deposit (CD) Account

A certificate of deposit, or CD, is a deposit account with us for a specified period of time. This disclosure covers both retirement and non-retirement CD products. By opening your CD, you agree to keep the amount deposited (principal) on deposit.

Here are a few things you should know about CDs:

Term: The term is the number of days, months or years you agree to leave your money in the account.

Maturity date and grace period: The maturity date is the last day of your CD's term. The grace period is the 10 days after the maturity date for CDs with a term of 14 days or longer. On the maturity date or during the grace period you can change the term of your CD, make additional deposits (for non-retirement CDs only), or withdraw your CD principal without paying an early withdrawal penalty.

CD ladders: Chase may offer a CD ladder, which is a group of four CDs opened at the same time for the same amount but with different terms. When each CD matures, its term will change to the longest term of the original group. For example, in a 12-month ladder, we will open four CDs with original terms of 3, 6, 9 and 12 months. When each CD matures, its new term will be 12 months. The result will be four 12-month CDs with a CD maturing every three months.

Automatically renewable CD: An automatically renewable CD will renew on the maturity date for the same term unless 1) you have a different renewal term as part of a CD ladder; 2) you change or close the account or 3) we notify you otherwise. Once your CD renews, any reference to the maturity date means the last day of the new term. For the renewal term, your CD will earn interest for the term and amount at the CD standard rate unless you qualify for the CD relationship rate. If your CD is closed during the grace period, it will not earn interest on or after the maturity date.

Single maturity CD: A single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest on or after that date.

Interest: We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to your balance. Interest begins to accrue on the business day of your deposit. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The Annual Percentage Yield (APY) disclosed on your deposit receipt or on the maturity notice assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid at least annually.

You may withdraw any paid or credited interest without penalty during your CD's term or at maturity. On the maturity date, interest will become principal of the renewed CD. A withdrawal will reduce earnings.

Early withdrawal penalties: There is a penalty for withdrawing principal prior to the maturity date.**For Personal CDs:**

- If the term of the CD is less than 6 months, the early withdrawal penalty is 90 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the term of the CD is 6 months to less than 24 months, then the early withdrawal penalty is 180 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- For terms 24 months or more, the early withdrawal penalty is 365 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest. We may not permit withdrawals if funds have not been credited to the account.
- The amount of your penalty will be deducted from principal.

For Business CDs:

- If the term of the CD is less than 12 months, the early withdrawal penalty is equal to \$25 plus 1% of the amount withdrawn.
- For terms of 12 months or more, the early withdrawal penalty is equal to \$25 plus 3% of the amount withdrawn.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest. We may not permit withdrawals if funds have not been credited to the account.
- The amount of your penalty will be deducted from principal.

Waiving early withdrawal penalties for Personal CDs:

We will waive early withdrawal penalties under the circumstances described below, unless these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made.

For non-retirement CDs:

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a CD owner;
- A court's determination that a CD owner is incompetent; and
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs.

For retirement CDs:

- If the retirement CD owner is withdrawing an excess annual retirement contribution amount and any corresponding earnings.

We will also waive early withdrawal penalties for retirement CDs under the circumstances described below, regardless of when the early withdrawal is made in relation to the CD opening or a previous withdrawal.

- Death or disability of a retirement CD owner;
- A court's determination that a retirement CD owner is incompetent; and
- If the retirement CD owner is age 59½ or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution.

Waiving early withdrawal penalties for Business CDs owned by a sole proprietorship:

We will waive early withdrawal penalties under the circumstances described below, unless these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made.

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a CD owner;
- A court's determination that a CD owner is incompetent; and
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs.

VIII. Closing Your Account

Either you or we may close your account (other than a CD) at any time for any reason or no reason without prior notice. We are not required to close your account at your request if you have pending transactions, the account is overdrawn, your account is subject to legal process (such as a garnishment, attachment, execution or levy) or any type of holds (such as collateral hold, decedent hold or deposit hold). In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative and any legal restriction/hold has been released. After we restrict your account in preparation for closing, we will not pay any additional interest on the account. We may automatically close your account if the balance is \$0 or negative. Either you or we may close your CD account on any maturity date without cause.

We may send you written notice that we have closed or will close your account and return the balance less any fees, claims, setoffs or other amounts if the balance is greater than \$1. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may reopen your account if we receive a deposit. We will have no liability for refusing to honor any check drawn on a closed account. We may advise consumer reporting agencies of accounts closed for misuse, such as overdrafts.

This agreement continues to apply to your account and issues related to your account even after it closes.

IX. Other Legal Terms

A. Rules Governing Your Account

This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the law of the state where your account is located.

Here's how we determine where your account is located:

- If you applied for the account in person at one of our banking offices, then the account is located in the state where you applied.
- If you applied in person for a business account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your account is located in the state where the representative's business office is located.
- If you applied for the account by mail, digitally, or through other remote means, and your address as recorded in our records was in a state where we had a branch at the time, then the account is located in that state, which for joint accounts will be based on the address of the owner whose name was listed first.
- In all other cases your account will be governed by Ohio law.

Business trust accounts for professionals regulated by a state (or a self-regulatory body under a state's laws) are located in the designated state.

B. General Liability

Any provision of this agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this agreement is determined to limit the bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

If this agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this agreement will govern.

C. Restricting Your Account; Blocking or Delaying Transactions

There are many reasons we may decline or prevent transactions to or from your account or otherwise restrict your account, but we generally do it to protect you or us, or to comply with legal requirements or Legal Process. You acknowledge and agree that we may decline or prevent any or all transactions to or from your account, including refusing, freezing, reversing or delaying any specific withdrawal, payment or transfer of funds to or from your account, or removing funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control, funds or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole discretion with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We may assign and transfer your account information and documentation to a replacement account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your account is reported compromised by you or any signer. If we issue you a replacement account number, this agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number.

We will have no liability for any action we take under this section and/or related sections, and we may take such action without advance notice. To the extent that any action we take is related to Legal Process or an Adverse Claim, please refer to those sections for additional information.

D. Changes to the Agreement

We may change the terms of this agreement, including fees and features of your account, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

For CDs, changes that would adversely affect you will be effective on the next maturity date.

If we transfer your account to a different business unit within the bank, we may give notice in the same manner and provide you a different deposit agreement to govern your account. You agree that notice of these changes may be provided to any joint owner.

We are not required to send you notice of interest rate and Annual Percentage Yield changes for variable rate accounts or notice of changes in printing fees for documents (such as checks).

We may direct you to a branch or chase.com for the content of any changes or the revised agreement unless the law requires a different method. By maintaining your account after the effective date of any change, you agree to the change.

This agreement takes the place of any understandings, agreements, representations, and warranties, both written and oral, made prior to or when you entered into this agreement.

E. Our Responsibility to Obtain Personal Information

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an account. We require the following information or documents as a condition to your opening an account:

- For a personal account: your name; residential address; date of birth; and Social Security number, driver's license or other identifying documents
- For a business account: your business name, taxpayer identification number and business address; the name, residential address, date of birth and Social Security number of each signer, so we can verify the signer's identity; and documents to verify the business's existence.

Our policies may require additional information about you or any person associated with you or with the account when or after you open the account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

F. Prohibited Activities and Tax Reporting

We strictly prohibit the use of any account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this Notice, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

You also agree not to use your account for any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. You will not use your account to send or receive a payment on behalf of anyone who is not a U.S. citizen or resident using The Clearing House Association's Real-Time Payment network.

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). Funds in, and any income derived from, your accounts will be disclosed to the relevant tax authorities, if required by law. All information that has been provided is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

G. Death or Incompetence of Account Owner or Sole Signer

Tell us immediately if any account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the account.

After we receive notice of death or incompetence of the sole signer on a business organization's account, we may freeze the balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release the organization's funds until we receive any documents we reasonably request to verify the death or incompetence of the signer and to establish a new person's authority to act on behalf of the organization in transacting on or closing the organization's account.

H. Adverse Claims

If there are conflicting instructions or there is any dispute regarding your account, we may take any action, including refusing to disburse any funds in the account to any person until all persons claiming an interest consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing. We may also place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

I. Authorization to Share Information

You authorize us to share information about you and your account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our *Privacy Notice* for your choices about information sharing.

J. Disputing Information Reported to a Consumer Reporting Agency

If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address in the *How to Contact Us* section. Provide your name, address and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

K. Legal Process and Requests for Information

"Legal Process" means any document that appears to have the force of law regarding restricting, holding or paying out funds from your account, including a garnishment, attachment, execution, levy or similar order. You acknowledge and agree that Legal Process served on us may instruct us to take certain actions with respect to your account, which may create potential liability or other risks to us if we fail to take any action directed by the Legal Process.

You agree that it is your responsibility to consult with an attorney and/or to initiate, or participate in, legal proceedings related to the Legal Process if you do not believe that the Legal Process is valid; otherwise dispute any issue related to the Legal Process, and/or seek to claim any additional exemption of funds related to the Legal Process not otherwise applied by us. You further agree that we will have no obligation to initiate any legal proceedings, or seek clarification, of any kind regarding any issue related to Legal Process. If you fail to properly seek or obtain judicial relief related to Legal Process within the deadlines provided for in the Legal Process or by applicable law, you acknowledge and agree that we will continue to comply with the Legal Process, including paying out all funds as directed by the Legal Process. We do not have to determine whether the legal process was validly issued or enforceable; and we will have no liability for any action we take as directed by the Legal Process or otherwise permitted by this agreement.

If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. We also may remove your Overdraft Protection if a hold is placed, but you may ask us to relink your accounts after the hold is removed. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both.

You will be liable to us for any loss, cost or expense (including attorneys' fees that we incur) resulting from our compliance with any Legal Process or any related litigation.

L. Abandoned Property

If any of your accounts are closed, we will return any balance, less any fees, claims, setoffs or other amounts if the balance is greater than \$1, and we may transfer this balance from the closed account to any other open account with at least one common owner. Funds that cannot be returned or transferred may be considered abandoned under state law, and each state has laws that govern when we are required to send a customer's funds to the state.

M. English Language - Other Language Preferences

The terms of this agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this agreement, available in languages other than English. However, many important bank documents, and some products and services related to this account, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

N. Referrals

If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a Chase product based on their referral.

O. Special Provisions for Pass-Through Accounts

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Chase fails. That information can be accessed on the FDIC's website at www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html.

In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; further instructions relating to this opportunity will be communicated at a later time.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this section.

P. Sub-accounts

For accounting purposes, all checking accounts consist of two sub-accounts: 1) a transaction sub-account where all deposits, withdrawals and fees are posted, and 2) a savings holding sub-account, where balances above a certain level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

Q. Permitted Time for Filing a Lawsuit

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws.

We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

R. Location of Legal Proceedings

If you file any lawsuit or other legal proceeding against us that is connected in any way to your accounts or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your accounts or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. If either party chooses to have disputes resolved by arbitration, the section *Arbitration; Resolving Disputes* governs the process and location of the arbitration proceedings.

S. Pre-judgment Interest Rate

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

T. Assignment of Agreement and Successors

This agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

U. No Waiver

If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

V. Employee Retirement Income Security Act (ERISA)

You agree that any account you opened on or after July 1, 2013, is not a qualified employer-sponsored retirement or welfare benefit plan and:

- I. The assets in the account are not part of a pension, profit sharing or other employee benefit plan subject to ERISA (each, an "ERISA Plan"), or any other substantially similar state, local or foreign law,
- II. The assets in the account are not part of any entity whose underlying assets include "Plan assets" by reason of any ERISA Plan's investment in the entity, or
- III. You are not investing "Plan assets" of any ERISA Plan into any such account.

We may request additional information in connection with this representation.

X. Arbitration; Resolving Disputes

You and we agree that upon the election of either of us, any claims or disputes (as defined below) will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court).

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL, AND YOU AND WE ARE ALSO WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

What claims or disputes are subject to arbitration?

Claims or disputes between you and us about your deposit account, transactions involving your deposit account, and any related service or agreement with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the denial, approval or establishment of your account are included. Claims or disputes are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

Can I (customer) cancel or opt out of this agreement to arbitrate?

You have the right to opt out of this agreement to arbitrate if you tell us within sixty (60) days of opening your account. Requests to opt out of this agreement that are made more than sixty (60) days after opening your account are invalid. If you already have pending litigation or arbitration against/with us when you open an account, any request to opt out of this arbitration clause will not apply to that litigation or arbitration. If you want to opt out, call us at 1-800-935-9935. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy. Opting out of this agreement to arbitrate will not affect the other provisions of this agreement. If you validly opt out of this agreement to arbitrate, your decision to opt out will apply only to this arbitration agreement and not any other arbitration agreement.

What about class actions or representative actions?

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL PROCEEDING, OR OTHER REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING DIFFERENT CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS WE AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION, INCLUDING BUT NOT LIMITED TO PUBLIC INJUNCTIVE RELIEF.

Any question regarding the enforceability or interpretation of this section (“**What about class actions or representative actions?**”) shall be decided by a court and not the arbitrator. If a court determines that any of the terms of this section are legally unenforceable for any reason with respect to a Claim or request for relief sought in connection with a Claim, then you and we agree that the arbitration and litigation shall proceed as follows: (1) all Claims or requests for relief for which arbitration is legally enforceable must be filed and adjudicated in arbitration; (2) any Claims or requests for relief for which arbitration is not legally enforceable will be decided through litigation in court; (3) any Claims or requests for relief that are to be decided through litigation in court will be stayed pending completion of the arbitration of all other Claims or requests for relief; and (4) when litigation in court resumes, the Court may consider but will not be bound by any determination made by the arbitrator. By way of example, if a Claim seeks both public injunctive relief and other relief, and the prohibition on an award of public injunctive relief is found to be unenforceable, then the request for public injunctive relief will be decided in litigation in court after Claims seeking other relief had been adjudicated in arbitration on an individual basis. For the avoidance of doubt, no arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

Does arbitration apply to Claims involving third parties?

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, “you” includes any person who is listed on your account, and “we” includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then “we” includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

How does arbitration work?

The party filing a Claim in arbitration must select JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator. That organization will apply its rules and procedures in effect at the time the arbitration is commenced. If there is a conflict between the applicable rules and procedures and this arbitration agreement and/or this agreement, this arbitration agreement and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law and consistent with the FAA. A single arbitrator will conduct the arbitration and will apply applicable substantive law, including the Uniform Commercial Code, statutes of limitation, conditions precedent to suit, and recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth above).

Is the arbitrator’s decision final? Is there an appeal process?

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

Who will pay for costs?

Unless the arbitration administrator waives your initial filing fee to commence arbitration, you are obligated to pay that fee but, if a settlement is reached between you and us prior to the hearing, we will reimburse you for up to \$500 for filing fees as part of the negotiated terms of the settlement. If a settlement is not reached prior to the hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you are the prevailing party in the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. Except as provided above, all other fees will be allocated between you and us according to the arbitration administrator’s rules and applicable law.

How do I (customer) file an arbitration claim?

Rules and forms may be obtained from, and Claims may be filed with, JAMS (www.jamsadr.com) or the AAA (www.adr.org). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

Privacy Notice



Rev. April 2021

Facts	What does Chase do with your personal information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account balances and transaction history • credit history and payment history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chase chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chase share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing
<ul style="list-style-type: none"> • Call 1-888-868-8618 – our menu will prompt you through your choice(s). We accept operator relay calls. • Visit us online: chase.com/privacypreferences <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>

Questions
Call 1-888-868-8618 – our menu will prompt you through your choice(s). We accept operator relay calls.

PAGE 2

Who we are	
Who is providing this notice?	The U.S. consumer financial companies within the JPMorgan Chase & Co. family, including JPMorgan Chase Bank, N.A., Chase Insurance Agency, Inc., and J.P. Morgan Securities LLC.
What we do	
How does Chase protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
How does Chase collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or make deposits or withdrawals from your account • pay your bills or apply for a loan • use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non financial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with a Chase or J.P. Morgan name and financial companies such as J.P. Morgan Securities LLC</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non financial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include categories of companies such as insurance companies</i>
Other important information	
<p>VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing, we will only disclose your name, contact information and information about your transactions.</p> <p>NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, or by writing to us at P.O. Box 734007, Dallas, TX 75373-4007.</p> <p>For more information, contact us at the address above, or email Privacy.Info@JPMChase.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email BCPINFO@ag.state.nv.us</p> <p>CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. CA residents are provided a CA notice for additional choices.</p>	

Additional Banking Services and Fees for Business Accounts Deposit Account Agreement

This document is part of the Deposit Account Agreement and has 5 sections that provide additional information about our products and services. Accounts are subject to approval.

1. Product Information
2. Business Deposit Express
3. Fee Schedule
4. Card Purchase and Withdrawal Limits
5. Chase Business Overdraft Services

Deposit Account Agreement – Business Product Information

<i>BUSINESS CHECKING ACCOUNTS</i>	
	<i>Chase Business Complete CheckingSM</i>
<i>How to Avoid the Monthly Service Fee</i>	<p>If you meet any of the following qualifying activities for each Chase Business Complete Checking account in a monthly statement period, we will waive the \$15 Monthly Service Fee:</p> <ul style="list-style-type: none"> • Maintain a linked Chase Private Client CheckingSM account OR • Meet Chase Military Banking requirements OR • Fulfill at least one of the following qualifying activities: <ul style="list-style-type: none"> • Minimum Daily Ending Balance: Maintain a minimum daily ending balance of at least \$2,000 in the Chase Business Complete Checking account each business day during the monthly statement period¹ • Chase Payment SolutionsSM Activity: Have at least \$2,000 of aggregate eligible deposits² into the Chase Business Complete Checking account at least one day before the end of the monthly statement period³ using one or more of the following: <ul style="list-style-type: none"> • Chase QuickAcceptSM including Chase Smart TerminalSM • InstaMed Patient Payments and InstaMed Patient Portal • Other eligible Chase Payment Solutions products⁴ • Chase Ink[®] Business Card Activity: Spend at least \$2,000 on eligible purchases⁵ in the most recent monthly Ink card billing cycle⁶
<i>Chase Military Banking Benefits</i>	<p>Chase Military Banking benefits are available on Chase Business Complete Checking Accounts for current servicemembers and veterans of our nation’s military</p> <p>Monthly Service Fee Waiver: This fee can be waived with a valid military ID or proof of military service</p> <p>Additional benefits for Active Duty servicemembers require direct deposit of military pay (does not include allotments). Benefits will end if no direct deposit has been made within the last 180 days:</p> <ul style="list-style-type: none"> • No Chase fee on all non-Chase ATM transactions (ATM owner fees still apply) • No Chase fee on incoming or outgoing wire transfers⁷ • No Chase fee for Foreign Exchange Rate Adjustments on debit card purchases or ATM withdrawals using your Debit/ATM card in currencies other than U.S. Dollars
<i>Otherwise, a Monthly Service/Maintenance Fee will apply</i>	\$15
<i>Transaction^{8,9} Fees per month</i>	<p>Electronic deposits and deposited items, ACH and ATM transactions, Chase QuickDepositSM, debit card purchases, and internal transfers: No Charge⁹</p> <p>Deposits and withdrawals made with a teller and paper checks written on the account</p> <p style="text-align: center;">0–20 No Charge 21+ \$0.40/each</p> <p style="text-align: center;">(These fees will be included in your Monthly Service Fee if applicable)</p>
<i>Interest</i>	Does not earn Interest
<i>No Cash Deposit Processing Fee</i>	For the first \$5,000 per statement period (see Business Deposit Express Fee Schedule for additional fees)
<i>Statement Period</i>	All Chase Business Complete Checking accounts have a statement period that ends on the last business day of the month. Accounts with statement periods that do not end on the last business day of the month will be automatically updated including, without limitation, accounts that are converted into Chase Business Complete Checking
<i>Other</i>	Certain cash management services, including, but not limited to, Cash Concentration, Lockbox and End of the Day Sweeps are not permitted in conjunction with this type of checking account. Chase reserves the right to convert the account to accommodate such cash management services. Conversion may result in increased fees

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.
 JPMorgan Chase Bank, N.A. Member FDIC Page 1 of 21
 © 2023 JPMorgan Chase & Co. Effective 3/19/2023

Deposit Account Agreement – Business Product Information

<i>BUSINESS CHECKING ACCOUNTS (CONTINUED)</i>	
<i>Chase QuickAcceptSM</i>	QuickAccept allows customers with a Chase Business Complete Checking account to accept card payments directly into their Chase Business Complete Checking account. Most domestic and international credit, debit, prepaid or gift cards with a Visa, Mastercard, American Express or Discover logo can be accepted through QuickAccept. Usage of QuickAccept is subject to eligibility, terms of service, monitoring and further review.
<i>Swipe, Dip & Tap Transactions</i>	<p>2.6% + \$0.10 per authorized transaction using Tap to Pay[®] on iPhone[®] to accept NFC-enabled contactless credit and debit cards, Apple Pay[®] or other digital wallets, or a card reader or Chase Smart TerminalSM by:</p> <ul style="list-style-type: none"> • Swiping a magnetic strip-enabled card • Dipping an EMV-enabled card • Tapping an NFC-enabled contactless card or device <p>The card reader, Smart Terminal, and accessories are sold separately and ordered using the QuickAccept feature of the Chase Mobile[®] app, Chase Business Online, or using a Smart Terminal</p>
<i>Manual Entry & Payment Link Transactions</i>	3.5% + \$0.10 per authorized transaction for card payments accepted when card information is inputted via manual entry or payment link through the QuickAccept section of the Chase Mobile app, Chase Business Online, or through a Smart Terminal
<i>Other</i>	<ul style="list-style-type: none"> • If you refund a payment in full, transaction fees will be returned in full • If you refund a payment in part, transaction fees will not be returned • You agree to reimburse us for all fines, fees, penalties, liabilities, or other charges or assessments by a card network or other payment network relating to your actions or your transactions

NOTE: The cost of processing a payment via other Chase Payment Solutions products may be higher or lower depending upon the size and method of the payment.

Deposit Account Agreement – Business Product Information

BUSINESS CHECKING ACCOUNTS (CONTINUED)		
	<i>Chase Performance Business Checking®</i>	<i>Chase Performance Business Checking with Interest®</i>
<i>No Monthly Service/Maintenance Fee in any statement period in which you</i>	Maintain an average beginning day balance ¹⁰ of \$35,000 or more in any combination of linked business savings (excluding Client Funds Savings accounts), business CDs and other Chase Performance Business Checking accounts	Not Applicable
<i>Otherwise, a Monthly Service/Maintenance Fee will apply</i>	\$30	
<i>Transaction^{8,9} Fees per month</i>	Electronic deposits and deposited items made via ATM, ACH, Wire and Chase QuickDeposit: No Charge ⁹ (across all linked Chase Performance Business Checking accounts) Deposits and deposited items made with a teller, and all debits: 0-250 No Charge 251+ \$0.40/each (across all linked Chase Performance Business Checking accounts)	
<i>Interest</i>	Does not earn Interest	Earns Interest; Variable; based on daily collected balance
<i>No Cash Deposit Processing Fee</i>	For the first \$20,000 per statement period across all linked Chase Performance Business Checking accounts (see Business Deposit Express Fee Schedule for additional fees)	
<i>Wire Transfers</i>	Wire Transfers: Incoming⁷ Domestic No Charge International No Charge	Wire Transfers: Outgoing 2 most expensive outgoing domestic wire transfers per month included at no charge; otherwise, the following charges will apply across all linked Chase Performance Business Checking accounts: Domestic (chase.com) \$25 per transfer Domestic (branch) \$35 per transfer International U.S. Dollar (chase.com) \$40 per transfer International FX (chase.com) \$5 per transfer or \$0 per transfer if the amount is equal to \$5,000 USD or more International U.S. Dollar or FX (branch) \$50 per transfer
<i>Other</i>	<ul style="list-style-type: none"> • Certain cash management services are not permitted, or may be limited, in conjunction with this type of checking account. Chase reserves the right to convert the account to accommodate such cash management services. Conversion may result in increased fees • \$4 Check Enclosure Fee charged per statement period • No non-Chase ATM fees charged by Chase for using another institution's ATM¹¹ • No charge for Counter Checks, Money Orders, Cashier's Checks • Link up to 999 Chase Performance Business Checking subaccounts • No Monthly Service Fee on a linked Chase Total Checking® account 	

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

BUSINESS CHECKING ACCOUNTS (CONTINUED)			
<i>Chase Platinum Business CheckingSM</i>			
<i>No Monthly Service/Maintenance Fee in any statement period in which you</i>	Maintain an average beginning day balance ¹⁰ of \$100,000 (\$50,000 when linked to Chase Private Client Checking) or more in any combination of linked business savings (excluding Client Funds Savings accounts), business CDs, other Chase Platinum Business Checking accounts and qualifying investment accounts ¹²		
<i>Otherwise, a Monthly Service/Maintenance Fee will apply</i>	\$95		
<i>Transaction^{8,9} Fees per month</i>	Electronic deposits and deposited items made via ATM, ACH, Wire and Chase QuickDeposit SM : No Charge ⁹ (across all linked Chase Platinum Business Checking accounts) Deposits and deposited items made with a teller, and all debits: 0-500 No Charge 501+ \$0.40/each (across all linked Chase Platinum Business Checking accounts)		
<i>Interest</i>	Does not earn Interest		
<i>No Cash Deposit Processing Fee</i>	For the first \$25,000 per statement period across all linked Chase Platinum Business Checking accounts (see Business Deposit Express Fee Schedule for additional fees)		
<i>Wire Fees</i>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Wire Transfers: Incoming⁷ Domestic No Charge International No Charge </td> <td style="width: 50%; vertical-align: top;"> Wire Transfers: Outgoing 4 most expensive outgoing wires per month included at no charge; beyond 4, the following charges will apply across all linked Chase Platinum Business Checking accounts: Domestic (chase.com) \$25 per transfer Domestic (branch) \$35 per transfer International U.S. Dollar (chase.com) \$40 per transfer International FX (chase.com) \$5 per transfer or \$0 per transfer if the amount is equal to \$5,000 USD or more International U.S. Dollar or FX (branch) \$50 per transfer No charge when linked to Chase Private Client Checking </td> </tr> </table>	Wire Transfers: Incoming⁷ Domestic No Charge International No Charge	Wire Transfers: Outgoing 4 most expensive outgoing wires per month included at no charge; beyond 4, the following charges will apply across all linked Chase Platinum Business Checking accounts: Domestic (chase.com) \$25 per transfer Domestic (branch) \$35 per transfer International U.S. Dollar (chase.com) \$40 per transfer International FX (chase.com) \$5 per transfer or \$0 per transfer if the amount is equal to \$5,000 USD or more International U.S. Dollar or FX (branch) \$50 per transfer No charge when linked to Chase Private Client Checking
Wire Transfers: Incoming⁷ Domestic No Charge International No Charge	Wire Transfers: Outgoing 4 most expensive outgoing wires per month included at no charge; beyond 4, the following charges will apply across all linked Chase Platinum Business Checking accounts: Domestic (chase.com) \$25 per transfer Domestic (branch) \$35 per transfer International U.S. Dollar (chase.com) \$40 per transfer International FX (chase.com) \$5 per transfer or \$0 per transfer if the amount is equal to \$5,000 USD or more International U.S. Dollar or FX (branch) \$50 per transfer No charge when linked to Chase Private Client Checking		
<i>Other</i>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> Certain cash management services are not permitted, or may be limited, in conjunction with this type of checking account. Chase reserves the right to convert the account to accommodate such cash management services. Conversion may result in increased fees 1 Overdraft Fee waived per statement period No charge for Stop Payments made via Chase OnlineSM, branch and Chase by Phone[®] automated phone system, or renewals of Stop Payments No non-Chase ATM fees charged by Chase for using another institution's ATM¹¹ No charge for Counter Checks, Money Orders, Cashier's Checks </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> Link up to 99 Chase Platinum Business Checking subaccounts No Monthly Service Fee on a linked Chase Premier Plus CheckingSM account No monthly charge for QuickDeposit Single Feed </td> </tr> </table>	<ul style="list-style-type: none"> Certain cash management services are not permitted, or may be limited, in conjunction with this type of checking account. Chase reserves the right to convert the account to accommodate such cash management services. Conversion may result in increased fees 1 Overdraft Fee waived per statement period No charge for Stop Payments made via Chase OnlineSM, branch and Chase by Phone[®] automated phone system, or renewals of Stop Payments No non-Chase ATM fees charged by Chase for using another institution's ATM¹¹ No charge for Counter Checks, Money Orders, Cashier's Checks 	<ul style="list-style-type: none"> Link up to 99 Chase Platinum Business Checking subaccounts No Monthly Service Fee on a linked Chase Premier Plus CheckingSM account No monthly charge for QuickDeposit Single Feed
<ul style="list-style-type: none"> Certain cash management services are not permitted, or may be limited, in conjunction with this type of checking account. Chase reserves the right to convert the account to accommodate such cash management services. Conversion may result in increased fees 1 Overdraft Fee waived per statement period No charge for Stop Payments made via Chase OnlineSM, branch and Chase by Phone[®] automated phone system, or renewals of Stop Payments No non-Chase ATM fees charged by Chase for using another institution's ATM¹¹ No charge for Counter Checks, Money Orders, Cashier's Checks 	<ul style="list-style-type: none"> Link up to 99 Chase Platinum Business Checking subaccounts No Monthly Service Fee on a linked Chase Premier Plus CheckingSM account No monthly charge for QuickDeposit Single Feed 		

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

BUSINESS CHECKING ACCOUNTS (CONTINUED)				
	<i>Chase Analysis Business CheckingSM</i>		<i>Chase Analysis Business Checking with InterestSM</i>	
<i>Monthly Service/ Maintenance Fee</i>	\$25			
<i>Transaction^{8,9} Fees per month</i>	Checks Paid/Debits	\$0.24/each	On-Us Deposited Items	\$0.20/each
	Branch Credit	\$2.00/each	Not-on-Us Deposited Items	\$0.27/each
	Electronic Credit	\$0.25/each		
<i>Wire Fees</i>	Wire Transfers: Incoming⁷		Wire Transfers: Outgoing	
	Domestic	\$ 15.00/item	Domestic (chase.com)	\$10 per transfer
	International	\$ 15.00/item	Domestic (branch)	\$35 per transfer
			International U.S. Dollar (chase.com)	\$40 per transfer
			International FX (chase.com)	\$5 per transfer or \$0 per transfer if the amount is equal to \$5,000 USD or more
			International U.S. Dollar or FX (branch)	\$50 per transfer
<i>Other</i>	Chase QuickDeposit Deposited Item \$0.20/item Chase QuickDeposit Credit \$0.80/day ACH Return Fee: \$3/item			
<i>Interest</i>	Does not earn Interest		Earns Interest; Variable; based on daily collected balance	
<i>Earnings Credit</i>	Variable; subject to change at Chase's discretion. It is applied to the monthly average collected balance and used to offset fees for monthly maintenance, transactions, cash management and additional banking services		Not Applicable	
<i>Negative Collected Balance Fee</i>	Chase Prime +3% charged on daily negative collected balance			
<i>Balance-Based Charges</i>	Varies; subject to change at Chase's discretion			
<i>No Cash Deposit Processing Fee</i>	For the first \$10,000 per month (see Business Deposit Express Fee Schedule for additional fees)			

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

<i>BUSINESS CHECKING ACCOUNTS (CONTINUED)</i>		
	<i>IOLTA/IOTA/IOLA/IBRETA/IOREBTA/IRETA/COLTAF/CARHOF/UARHOFSM</i>	<i>Client Funds CheckingSM</i>
<i>Monthly Service/Maintenance Fee will apply</i>	Accounts located in IL, NY: \$15 Accounts located in all other states where offered: \$0	None
<i>Transaction^{8,9} Fees per month</i>	None	None
<i>Interest</i>	Earns Interest; Variable; based on daily collected balance	Does not earn Interest
<i>Earnings Credit</i>	Not Applicable	Not Applicable
<i>No Cash Deposit Processing Fee</i>	Not Applicable	Not Applicable
<i>Other</i>	<p>Monthly Service Fee is deducted from interest earned and remaining interest is paid to the applicable state association or foundation to fund public service. Fees for additional banking services may be billed to your Chase Analysis Business Checking, Chase Platinum Business Checking or Chase Performance Business Checking (interest counterparts included, where applicable). Refer to your Pro Forma Analysis provided by your banker</p> <p>Check fees: No fee for Chase design checks when ordered through Chase. Fees may apply for certain other supplies and expedited shipping options.</p>	<p>Link up to 99 subaccounts Special purpose use only</p>

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

BUSINESS SAVINGS ACCOUNTS			
	<i>Chase Business Total SavingsSM</i>	<i>Chase Business Premier SavingsSM</i>	<i>Client Funds SavingsSM</i>
<i>No Monthly Service/Maintenance Fee in any statement period in which you have</i>	<ul style="list-style-type: none"> • An average ledger balance of \$1,000 or more in this account; OR • A linked Chase Business Complete Checking account 	<ul style="list-style-type: none"> • An average ledger balance of \$25,000 or more in this account; OR • A linked Chase Performance Business Checking, Chase Analysis Business Checking or Chase Platinum Business Checking account (interest counterparts included, where applicable) 	Not Applicable
<i>Otherwise, a Monthly Service/Maintenance Fee will apply</i>	\$10	\$20	\$0
<i>Transaction^{8,9} Fees per month</i>	0–15 items – No Charge 16+ \$0.40/each	0–30 items – No Charge 31+ \$0.40/each	None
<i>Interest</i>	Earns Interest; Variable; based on daily collected balance	Earns Interest; Variable; based on daily collected balance. Premier relationship rates available when linked to an active ¹³ Chase Performance Business Checking, Chase Analysis Business Checking or Chase Platinum Business Checking account (interest counterparts included, where applicable)	Earns Interest; Variable; based on daily collected balance Interest is paid to the client's account
<i>No Cash Deposit Processing Fee</i>	For the first \$5,000 per statement period (see Business Deposit Express Fee Schedule for additional fees)	For the first \$10,000 per statement period (see Business Deposit Express Fee Schedule for additional fees)	Not Applicable
<i>Other</i>	Not Applicable	Not Applicable	Available only with Client Funds Checking

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

<i>BUSINESS CD ACCOUNTS</i>	
	<i>Chase Certificates of DepositSM</i>
<i>Minimum Deposit to Open</i>	\$1,000
<i>Interest</i>	Fixed; based on ledger balance Earn CD relationship rates available when linked to a Chase Business Checking account except Public Funds Checking, Chase Nonprofit Business Classic Checking, IOLTA/IOTA/IOLA/IBRETA/IOREBTA/IRETA/COLTAF/CARHOF/UARHOF and Client Funds Checking
<i>Withdrawal Penalties</i>	<p>There is a penalty for withdrawing principal prior to the maturity date.</p> <ul style="list-style-type: none"> - If the term of the CD is less than 12 months, the early withdrawal penalty is equal to \$25 plus 1% of the amount withdrawn - For terms of 12 months or more, the early withdrawal penalty is equal to \$25 plus 3% of the amount withdrawn - If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as we described above, but it cannot be less than seven days' interest. We may not permit withdrawals if funds have not been credited to the account - The amount of your penalty will be deducted from principal
<i>Statement Period</i>	Summary of linked CDs appears on monthly checking account statement

<i>BUSINESS DEBIT AND ATM CARDS FOR OWNERS AND SIGNERS</i>		
	<i>Chase Business Debit Card</i>	<i>Chase Business ATM Card</i>
<i>Annual Fee</i>	\$0	
<i>Maximum Number of Cards Allowed</i>	One (1) per person per account	
<i>Zero Liability Protection¹⁴</i>	Yes	
<i>Primary Business Checking Accounts</i>	Available for Chase Business Complete Checking, Chase Performance Business Checking, Chase Analysis Business Checking or Chase Platinum Business Checking account (interest counterparts included, where applicable)	
<i>Other</i>	The Business Debit Card and Business ATM Card may be issued only to owners/signers of the business	

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

<i>BUSINESS DEBIT AND DEPOSIT CARDS FOR EMPLOYEES</i>		
	<i>Chase Business Associate Card</i>	<i>Chase Business Employee Deposit Card</i>
<i>Annual Fee</i>	\$0	
<i>Maximum Number of Cards Allowed</i>	No card limit per employee per account	
<i>Zero Liability Protection¹⁴</i>	Yes	
<i>Primary Business Checking Accounts</i>	Available for Chase Business Complete Checking, Chase Performance Business Checking, Chase Analysis Business Checking or Chase Platinum Business Checking account (interest counterparts included, where applicable)	Available for Chase Business Complete Checking, Chase Performance Business Checking, Chase Analysis Business Checking, Chase Platinum Business Checking account and IOLTA (interest-bearing counterparts and accounts for municipalities included, where applicable)
<i>Other</i>	<p>The Business Associate Debit Card may be issued only to an employee of the business, but not a signer already on the account, allowing the employee to deposit, withdraw and purchase, drawing from a primary Business checking account. An employee is defined as a full-time or part-time employee of a business or a contractor for which our client files 1099 reporting and not a client or tenant of the business. The signer can set limits on the card in \$100 increments, from \$100–\$1,000 (not including fees) for withdrawals and \$100–\$5,000 for spending. However, the business is responsible for all charges and withdrawals made by the employee. Associate Cards cannot be shared by employees and must be closed once an employee leaves the business or the contractor relationship is terminated</p> <p>Card will not reissue at expiration date. For a new card, the signer will need to supply the employee’s legal name, residential address and date of birth for card opening, and the employee’s legal name and the company name will emboss on the card</p> <p>Up to an additional three (3) Business checking and up to five (5) Business savings accounts may be linked to a Business Associate Card. When the signer performs any additional linking, beyond the primary Business checking account, the employee will automatically gain the additional ability to transfer funds between any and all accounts their card is linked to, as well as deposit to and, subject to the limits you set, withdraw funds from these additional accounts</p>	<p>The Business Employee Deposit Card may be issued only to an employee of the business, but not a signer already on the account. An employee is defined as a full-time or part-time employee of a business or a contractor for which our client files 1099 reporting, and not a client or tenant of the business. Each card will permit an employee to make deposits into a Business checking or savings account via an ATM or at a Chase branch. The card will not permit the employee to obtain account information, make withdrawals or take any other actions, including performing account maintenance. Business Employee Deposit Cards cannot be shared by employees and must be closed once an employee leaves the business or the contractor relationship is terminated</p> <p>Card will not reissue at expiration date. For a new card, the signer will need to supply the employee’s legal name, residential address and date of birth for card opening and the employee’s legal name and the company name will emboss on the card</p>

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Product Information

Footnotes: Business Product Information

- 1 The monthly statement period for Chase Business Complete Checking ends on the last business day of each month. For the purposes of the Minimum Daily Ending Balance requirement, the last day of the monthly statement period is excluded.
- 2 Eligible deposits are net of chargebacks, refunds, or other adjustments. Eligible deposits must be made from Chase Payment Solutions associated with the same business as your Chase Business Complete Checking account, as reflected in Chase records.
- 3 The cutoff time for eligible deposits from QuickAccept, InstaMed, and other eligible Chase Payment Solutions, is **11:59** p.m. Eastern Time one day prior to the last day of your Chase Business Complete Checking monthly statement period. For example, if your Chase Business Complete Checking monthly statement period ends on November 30, the cutoff time would be **11:59** p.m. Eastern Time on November 29.
- 4 An eligible product has a transaction history that is viewable on Chase Business Online, Chase Connect®, or J.P. Morgan Access®.
- 5 Eligible purchases must be made using Chase Ink Business Card(s) associated with the same business as your Chase Business Complete Checking account, as reflected in Chase records, and must earn Chase Ultimate Rewards® points. Certain purchases and transactions are excluded from earning Chase Ultimate Rewards points, as described in your Rewards Program Agreement available on chase.com/ultimaterewards.
- 6 The most recent monthly Ink billing cycle will be used if it's different from your Chase Business Complete Checking monthly statement period.
- 7 For wire transfers, the "No Chase Fee" benefit applies to the Wire Transfer Fees section listed on the Fee Schedule included in this document. Financial institutions may deduct processing fees and/or charges from the amount of the incoming or outgoing wire transfers. Any deductions taken by us, and our affiliates, may include processing fees charged by Chase.
- 8 Transactions are all deposits and withdrawals made from your account, including deposit tickets. This includes: cash deposited or withdrawn; checks deposited or debited; other ACH items that are deposited or debited; incoming or outgoing electronic transfers; incoming or outgoing wire transfers; and point-of-sale debits.
- 9 Products such as Chase QuickDeposit and certain cash management products may have additional service fees. Contact your banker or cash management specialist for details.
- 10 Average beginning day balance is based on the average of your ledger balances at the beginning of each day.
- 11 We will not charge a non-Chase ATM fee. Fees from the ATM owner/network still apply. A Foreign Exchange Rate Adjustment Fee from Chase will apply for ATM withdrawals in a currency other than U.S. dollars.
- 12 Qualifying investment accounts must be held in the name of the business and include: Securities (including mutual funds and variable annuities) and investment advisory services. Investment products and services are offered through **J.P. Morgan Securities LLC** (JPMS), a registered broker-dealer and investment adviser, member of FINRA and SIPC. Insurance products are made available through Chase Insurance Agency, Inc. (CIA), a licensed insurance agency, doing business as Chase Insurance Agency Services, Inc. in Florida. JPMS, CIA and JPMorgan Chase Bank, N.A. are affiliated companies under the common control of JPMorgan Chase & Co. Products not available in all states.

INVESTMENT AND INSURANCE PRODUCTS:

- NOT A DEPOSIT • NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
• NO BANK GUARANTEE • MAY LOSE VALUE**

- 13 "Active" is defined as an account with 5 customer initiated transactions per statement period.
- 14 Zero Liability Protection: Chase reimburses you for any unauthorized debit card transactions made at stores, ATMs, on the phone or online when reported promptly. Certain limitations apply. See Deposit Account Agreement for details.

Deposit Account Agreement – Business Deposit ExpressJPMorgan Chase Business Deposit ExpressSM Fee Schedule

Cash Deposit Processing Fees for all Business Checking and Savings Accounts Fees will apply per month to all cash deposits in excess of the amount listed in the Business Product Features	
<i>Cash Deposited Per Month</i>	Night Drop, Post Verification and Immediate Verification \$2.50 (per \$1,000)
<i>Cash Deposited at ATMs</i>	No Charge
<i>Coin Roll Order</i>	No Charge
<i>Currency Strap Order</i>	No Charge
<i>Dual Pouch Plastic Bags</i>	Fee depends on bags selected

Terms & Conditions: Business Deposit Express

- 1 Business Deposit Express services (“Services”) apply to Depository Bags (see paragraph 2) received at the Branches, including but not limited to, night depositories, bulk deposits made over the counter, delivered by Customer’s armored car or courier, Bank Commercial Deposit Machines and Commercial Cash Centers. Upon request, the Bank shall issue Customer a key to certain designated vault facilities (“Facilities”).
- 2 Customer shall utilize tamper-resistant disposable bags (“Depository Bags”) which conform to such standards as the Bank may establish from time to time.
- 3 Customer agrees to the following:
 - a. The Facilities shall only be used for the delivery to the Bank of Depository Bags which shall contain only currency and/or negotiable instruments together with a deposit ticket prepared by the Customer.
 - b. The Bank may, prior to verification of the contents of the Depository Bag, provisionally credit Customer’s account based on the amount stated on Customer’s deposit ticket.
 - c. The Bank shall, not in the presence of Customer, count and verify the contents of the Depository Bags. The Bank’s count shall be controlling and final and the Bank will notify Customer of any adjustment to the amount of the deposit.
 - d. No deposit is deemed to be made until the Bank has concluded its verification process and credited Customer’s account.
- 4 The use of the Facilities is at Customer’s sole risk and Bank shall not be liable for any loss, destruction or disappearance of any Depository Bag or any part of the alleged contents prior to verification by Bank.
- 5 The Bank may terminate any of these Services at any time upon notice to Customer. Customer shall promptly return to Bank all Depository Bags and keys to any Facility.

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Fee Schedule

Unless otherwise indicated or specified in Product Information, fees apply to all checking and savings accounts.

<i>ATM Fees and Debit Card Fees</i>	Non-Chase ATM (Avoid these fees by using a Chase ATM)	\$3 for any inquiries, transfers or withdrawals while using a non-Chase ATM in the U.S., Puerto Rico and the U.S. Virgin Islands. Fees from the ATM owner/network still apply \$5 per withdrawal and \$3 for any transfers or inquiries at ATMs outside the U.S., Puerto Rico and the U.S. Virgin Islands. Fees from the ATM owner/network still apply
	Foreign Exchange Rate Adjustment: You make card purchases, non-ATM cash transactions or ATM withdrawals in a currency other than U.S. dollars	3% of withdrawal amount after conversion to U.S. dollars. For additional information on exchange rates, refer to the Deposit Account Agreement
	Non-ATM Cash: You use your Chase Debit Card to withdraw cash from a teller at a bank that is not Chase	3% of the dollar amount of the transaction OR \$5 , whichever is greater
	Card Replacement – Rush Request: ¹ You request express shipping of a replacement debit or ATM card (Avoid this fee by requesting standard shipping)	\$5 per card, upon request

<i>Overdraft Fees</i>	Overdraft (may also be referred to as Insufficient Funds): Chase pays a transaction during our nightly processing on a business day when your account balance is overdrawn	\$34 Overdraft Fee per transaction during our nightly processing beginning with the first transaction that overdraws your account balance by more than \$50. <ul style="list-style-type: none"> • Maximum of 6 fees per business day (up to \$204) We won't charge an Overdraft Fee: <ul style="list-style-type: none"> • With Chase Overdraft AssistSM, if you're overdrawn by \$50 or less at the end of the business day OR if you're overdrawn by more than \$50 and you bring your account balance to overdrawn by \$50 or less at the end of the next business day. See <i>Chase Business Overdraft Services</i> for eligible accounts and products, and additional details • If your transaction is \$5 or less • If your debit card transaction was authorized when there was a sufficient available balance in your account • If your check or ACH is returned unpaid. However, we may charge an Overdraft Fee if a previously returned check or ACH is presented again and paid • If your debit card transaction or ATM cash withdrawal request is declined
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You can avoid overdrawing your account by making a deposit or transferring funds to cover the overdraft before the business day ends and we start our nightly processing. Here are the cutoff times for some ways of making a deposit or transferring funds from another Chase account:

- At a branch before it closes
- At an ATM before 11 p.m. Eastern Time (8 p.m. Pacific Time)
- When transferring money on chase.com or Chase Mobile® or using Zelle® before 11 p.m. Eastern Time (8 p.m. Pacific Time)

If you deposit a check, this assumes we do not place a hold and the check is not returned. Additional cutoff times apply to other transfers, including transfer from non-Chase accounts. Please visit chase.com or Chase Mobile for more information and service agreements.

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Fee Schedule

Unless otherwise indicated or specified in Product Information, fees apply to all checking and savings accounts.

<i>Wire Transfer Fees</i>	Domestic and International Incoming Wire: A wire transfer is deposited into your account	\$15 per transfer OR \$0 if transfer was originally sent with the help of a Chase banker or using chase.com or Chase Mobile
	Domestic Wire: A banker helps you send a wire from your account to a bank account within the U.S.	\$35 per transfer
	Online Domestic Wire: You use chase.com or Chase Mobile to send a wire from your checking account to a bank account within the U.S.	\$25 per transfer
	International Wire: A banker helps you send a wire from your account to a bank outside the U.S. in either U.S. dollars (USD) or foreign currency (FX)	\$50 per transfer
	Online USD International Wire: You use chase.com or Chase Mobile to send a wire from your account to a bank account outside the U.S. in U.S. dollars (USD)	\$40 per transfer
	Online FX International Wire: You use chase.com or Chase Mobile to send a wire from your account to a bank outside the U.S. in foreign currency (FX)	\$5 per transfer or \$0 per transfer if the amount is equal to \$5,000 USD or more
<i>Other Fees</i>	Order for Checks or Supplies: An order of business checks, deposit slips or other banking supplies	Varies (based on items ordered)
	Counter Check: ¹ A blank page of 3 personal checks we print upon your request at a branch	\$3 per page
	Money Order: ¹ A check issued by you, purchased at a branch, for an amount up to \$1,000	\$5 per check
	Cashier's Check: ¹ A check issued by the bank, purchased at a branch, for any amount and to a payee you designate	\$10 per check
	Legal Processing: Processing of any garnishment, tax levy, or other court or administrative order against your accounts, whether or not the funds are actually paid	Up to \$100 per order
	Stop Payment: You contact us and a banker places your stop payment request on a check or ACH	\$30 per request
	Online or Automated Phone Stop Payment: You use chase.com, Chase Mobile or our automated phone system to place a stop payment on a check. Only some types of stop payments are available	\$25 per request
	Stop Payment Automatic Renewal	\$4 per item per year

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Deposit Account Agreement – Business Fee Schedule

Unless otherwise indicated or specified in Product Information, fees apply to all checking and savings accounts.

<i>Online Banking Services</i>	ACH Payments: Optional service to initiate electronic (ACH) payments to a checking or savings account in the U.S. See chase.com for details	\$2.50 per item for the first 10 items per month \$0.15 per item above 10 per month \$2.50 return fee
	ACH Collections: Optional service to initiate electronic (ACH) collections to a checking or savings account in the U.S. See chase.com for details	\$25 for the first 25 items per month \$0.25 per item above 25 per month \$2.50 return fee
	ACH Debit Block: Optional service on Chase Business Online that allows clients to block all or allow some ACH debits from a checking account. See chase.com for details	\$0 monthly fee \$0 per allowed Company ID per month
	Check Protection Services (Positive Pay): Optional service on Chase Business Online where customers upload a file or enter information about checks they have written, and Chase compares checks presented for payment against that file or entered information to help prevent fraud	\$0 monthly fee per account \$0 per exception item \$0 per check return
	Check Monitoring (Reverse Positive Pay): Optional service on Chase Business Online that allows customers to monitor checks presented to Chase for payment against checks they have written to help prevent fraud	\$0 monthly fee \$0 per check return
	QuickDeposit – Multiple Feed Check Scanner: Optional service to remotely scan and deposit checks using a multiple feed check scanner via chase.com. See chase.com for details	\$50 monthly fee
	QuickDeposit – Single Feed Check Scanner: Optional service to remotely scan and deposit checks using a single feed check scanner via chase.com. See chase.com for details	\$25 monthly fee
	QuickDeposit – Cancellation Fee: Charged if QuickDeposit service cancelled within first 2 years of enrollment. See chase.com for details	\$250
	QuickDeposit – Additional Multiple Feed Check Scanner: Charged for additional multiple feed check scanner ordered. See chase.com for details	\$600 per scanner
	QuickDeposit – Additional Single Feed Check Scanner: Charged for additional single feed check scanner ordered. See chase.com for details	\$300 per scanner
	Real Time Payments: Optional service to initiate electronic payments to a checking or savings account in the U.S. See chase.com for details	1% of transaction amount OR \$25 per transaction, whichever is less
	Same Day ACH: Optional service to initiate electronic payments to a checking or savings account in the U.S. See chase.com for details	1% of transaction amount OR \$25 per transaction, whichever is less

NOTE: Refer to the Fee Schedule and Product Information for fees and additional benefits that may apply to your account.

Footnotes: Business Fee Schedule

- 1 Does not apply to Chase Platinum Business Checking, Chase Performance Business Checking, Chase Performance Business Checking with Interest, Chase Analysis Business Checking or Chase Analysis Business Checking with Interest.

Deposit Account Agreement – Card Purchase and Withdrawal Limits

Limits are based on the card you use and which type of ATM you use.

<i>DAILY LIMITS</i>				
<i>Card Type</i>	<i>Purchase Limit</i>	<i>Chase In-Branch ATM Limit</i>	<i>Other Chase ATM Limit</i>	<i>Non-Chase ATM Limit</i>
<i>Chase Business Debit Card</i>	\$10,000	\$3,000	\$1,000	\$500 (\$1,000 for accounts opened in CT, NJ, NY, TX)
<i>Chase Platinum Business Debit Card</i>	\$15,000	\$3,000	\$3,000	\$1,000
<i>Chase Business ATM Card</i>	\$0	\$3,000	\$1,000	\$400 (\$1,000 for accounts opened in CT, NJ, NY, TX)

These are the limits that come with your card, but you can request a different ATM or Purchase Limit (subject to approval). If your checking account is changed, we may provide you a new debit card that aligns with that account.

When you use a Chase ATM it is either considered an In-Branch ATM or Other Chase ATM.

- **Chase In-Branch ATMs** are ATMs located inside the main area of a Chase branch that you use during the branch's posted business hours.
- **Other Chase ATMs** include ATMs located inside the main area of a Chase branch that you use outside of the branch's posted business hours, ATMs that are separated from the main area of a branch by another set of doors, drive-up ATMs and other Chase ATMs not located in or near a branch.

The Chase In-Branch ATM Limit is separate from all other limits, which means that withdrawals at a Chase In-Branch ATM do not count toward a cardholder's Other Chase ATM or Non-Chase ATM Limits for the same business. When you use a Chase In-Branch ATM, all withdrawals made with any of a cardholder's ATM or debit cards for the same business count toward every card's Chase In-Branch ATM Limit. Chase ATMs have daily funds transfer limits for your security.

When you use an Other Chase ATM or a Non-Chase ATM, all withdrawals count toward the Other Chase ATM Limits for all of a cardholder's ATM or debit cards for the same business and count toward only that card's Non-Chase ATM Limit.

Non-ATM cash transactions are considered as everyday debit card transactions and count toward your purchase limit.

Special rules for Business Associate Cards:

The Associate Card has daily limits for ATM withdrawals and purchases which are set by the account owner (not to exceed \$1,000 for ATM withdrawals and \$5,000 for purchases). Withdrawals at any ATM count toward the daily limit, and Associate Card withdrawals do not count toward the cardholder's limit on other cards.

CHASE BUSINESS OVERDRAFT SERVICES

An overdraft occurs when you don't have enough money available in your checking account to cover a transaction. Whether your account has enough money to cover a transaction is determined during our nightly processing. During our nightly processing, we take your previous end of day's balance and post credits. If there are any deposits not yet available for use or holds (such as tax levies), these will reduce the account balance used to pay your transactions. Then we subtract any debit transactions presented during our nightly processing. The available balance shown to you during the day may not be the same amount used to pay your transactions as some transactions may not be displayed to you before nightly processing. You must immediately pay the amount of any overdraft along with any fees that apply.

STANDARD OVERDRAFT PRACTICE:

Included with Chase Business Complete Checking, Chase Performance Business Checking, Chase Platinum Business Checking, Chase Analysis Business Checking and interest-bearing counterparts (where applicable).

We have a Standard Overdraft Practice that comes with Chase business checking accounts. Our Standard Overdraft Practice does not require enrollment. We also offer Overdraft Protection and Chase Business Debit Card Coverage, which are optional services that can help pay overdrafts when they occur.

WHAT IT IS:

Our Standard Overdraft Practice may pay, for a fee, overdraft transactions at our discretion based on your account history, deposits you make and the transaction amount. We do **NOT GUARANTEE** we will always pay your overdraft transaction, and if we do not pay your transaction, the transaction will be declined or returned unpaid.

WHAT IT PAYS:

- Checks
- Other transactions made using your checking account number (you set up automatic payments for your recurring phone bill, utility bill, recurring vendor payments)
- Recurring debit card purchases (e.g. subscriptions)
- **NOT** covered: Everyday debit card transactions (e.g. office supplies, everyday expenses)

WHAT IT COSTS:

- We charge a **\$34 Overdraft Fee (may also be referred to as Insufficient Funds Fee) per transaction¹** during our nightly processing beginning with the first transaction that overdraws your account balance by more than \$50 (maximum of 6 fees per business day, up to \$204). For Chase Analysis Business Checking accounts we may charge a \$34 Overdraft Fee per transaction beginning with the first transaction that overdrafts your account (maximum of 6 fees per business day, up to \$204).

WHEN A FEE WON'T BE CHARGED:

With Chase Overdraft AssistSM, you can avoid Overdraft Fees when your account balance is overdrawn. *Chase Overdraft Assist is not available with Chase Analysis Business Checking.*

Chase Overdraft Assist is available and does not require enrollment. Each business day, we complete our nightly processing of the transactions for that business day. After we complete our nightly processing, if your account balance at the end of the business day is overdrawn by more than \$50, then you need to make a deposit or transfer to avoid Overdraft Fees on the transactions that overdrew your account. You will then have until 11 p.m. ET (8 p.m. PT) on the next business day to make a deposit or transfer that brings your account balance to overdrawn by \$50 or less at the end of that business day. Chase Performance Business Checking and Chase Platinum Business Checking are not eligible for the next business day feature. To calculate your account balance at the end of the business day, we take your previous end of day's balance and post credits. If there are any deposits not yet available for use or holds (such as tax levies), these will reduce the account balance used to pay your transactions. Then we subtract any debit transactions presented during our nightly processing. See the *Posting Order and Processing* section here and in the Deposit Account Agreement for detailed information about posted and pending transactions.

If after we complete our nightly processing your account balance is overdrawn by \$50 or less at the end of the current business day, then no Overdraft Fees will be charged on the previous and current business day's transactions.

If your account balance remains overdrawn by more than \$50 at the end of the current business day, you may be charged Overdraft Fees on the previous business day's transactions. You will have an additional business day to deposit or transfer funds to avoid Overdraft Fees on the current business day's transactions.

To help illustrate how Chase Overdraft Assist works, here are some examples:²

In these examples, all days are business days and we assume there are no additional transactions other than the ones described. As a reminder, we pay overdraft transactions at our discretion.

Example 1: No \$34 Overdraft Fees – Overdrawn by \$50 or less: On Monday, you start the day with \$5 in your Chase Business Complete Checking, Chase Performance Business Checking, or Chase Platinum Business Checking account. Throughout the day, we receive three \$15 checks drawn on your account. During our nightly processing for Monday, we pay these transactions, leaving your end of day account balance overdrawn by \$40.

Result: *A \$34 Overdraft Fee was not charged because your account balance is overdrawn by \$50 or less at the end of the business day.*

Example 2: No \$34 Overdraft Fee – Chase Business Complete Checking Account Overdrawn by more than \$50 and you make a deposit to bring your account balance to overdrawn by \$50 or less at the end of the next business day: On Monday, you start the day with \$5 in your Chase Business Complete Checking account.

If you have questions, please call us at 1-800-242-7338 (we accept operator relay calls).

Throughout the day, we receive three \$25 checks drawn on your account. During our nightly processing for Monday, we pay these transactions, leaving your end of day account balance overdrawn by \$70. To avoid the \$34 Overdraft Fee, you make a cash deposit of \$30 by 11 p.m. ET (8 p.m. PT) Tuesday, leaving your end of day account balance overdrawn by \$40.

Result: A \$34 Overdraft Fee was not charged because your account balance is overdrawn by \$50 or less at the end of the business day. If you had not made that cash deposit, then your account balance would have remained overdrawn by more than \$50 on Tuesday and you would have been charged a \$34 Overdraft Fee on the check.

Example 3: \$34 Overdraft Fees are charged on a debit card transaction: (In this example, you have been automatically enrolled in Chase Business Debit Card Coverage.) On Monday, you start the day with \$5 in your Chase Business Complete Checking account. Later that day you make a \$100 debit card transaction on office supplies. During our nightly processing for Monday, this transaction posts and we pay it, leaving your end of day account balance overdrawn by \$95.

On Tuesday, you make a \$60 debit card transaction for gasoline. During our nightly processing for Tuesday, this transaction posts and we pay it, leaving your end of day account balance overdrawn by \$155 (\$100 office supply transaction + \$60 gasoline transaction).

Result: A \$34 Overdraft Fee is charged on the \$100 office supplies that overdrew your account by more than \$50 on Monday. This fee is charged because you didn't make a deposit or transfer by 11 p.m. ET (8 p.m. PT) on Tuesday to bring your account balance to overdrawn by \$50 or less at the end of the business day.

On Wednesday your account is overdrawn by \$189 (\$100 office supply transaction + \$60 gasoline transaction + \$34 Overdraft Fee). You have until 11 p.m. ET (8 p.m. PT) on Wednesday to avoid a \$34 Overdraft Fee on the \$60 gasoline transaction from Tuesday by making a deposit or transfer that brings your account balance to overdrawn by \$50 or less at the end of the business day.

Example 4: \$34 Overdraft Fee – Overdrawn by more than \$50 and you have a Chase Performance Business Checking or Chase Platinum Business Checking Account: On Monday, you start the day with \$5 in your account. Throughout the day, we receive three \$25 checks drawn on your account. During our nightly processing for Monday, we pay these transactions, leaving your end of day account balance overdrawn by \$70.

Result: A \$34 Overdraft Fee is charged because your account balance is overdrawn by more than \$50 at the end of the day and you didn't make a deposit or transfer by 11 p.m. ET (8 p.m. PT) on Monday and your account type is not eligible for the next business day feature to make a deposit to bring your account balance to overdrawn by \$50 or less.

There are other ways to avoid Overdraft Fees:

- If your transaction is \$5 or less
- If your debit card transaction was authorized when there was a sufficient available balance in your account
- If your check or ACH is returned unpaid. However, we may charge an Overdraft Fee if a previously returned check or ACH is presented again and unpaid
- If your debit card transaction or ATM cash withdrawal request is declined

Knowing your balance may help you avoid fees

Use any of these options to check your balance before you make a purchase.

- Sign up for Account Alerts
Go to chase.com/AccountAlerts
- Use any Chase ATM
- Use Chase Mobile
- Call 1-800-935-9935 (we accept operator relay calls)
- Log on to chase.com

"Pending" transactions

Throughout the day we post debits and credits to your account that may appear as "pending" when we become aware of the transaction. The following are the most common types of debit transactions that may appear as "pending" and reduce your available balance by the amount of the transaction:

- ATM and Chase Banker Withdrawals, Transfers and Payments
- Automatic Payments
- Chase.com or Chase Mobile Online Transactions
- Checks Drawn on Your Account
- Debit Card Transactions
- Wire Transfers

ATM and Chase Banker Withdrawals, Transfers and Payments: For payments or cash withdrawals, we will apply the transactions and update your available balance as soon as the transaction is complete.

Automatic Payments (ACH transactions): We will generally apply debit transactions against your available balance as pending at the start of the business day of the effective date of the payment. If you initiate ACH debit transactions on the same day as the effective date, we will apply them in the order we receive them.

¹ The Chase Platinum Business Checking account waives one Overdraft Fee per monthly statement period.

If you have questions, please call us at 1-800-242-7338 (we accept operator relay calls).

Chase.com or Chase Mobile Online Transactions: For any payment or transfer, once you approve the transaction, we'll apply it to your account. For recurring or future dated payments, it is applied on the effective "send on" date.

Checks Drawn on Your Account: When cashed or deposited at a Chase ATM, branch, or online, the checks will be pending on your account at the time the item was cashed or deposited. Checks that are deposited at other banks will show as pending throughout the day as the other banks submit the item to us for payment. If the amount of the check identified in the notice exceeds your balance at the time we receive the notice, we may notify the other bank of that fact.

Debit Card Transactions: For more information on debit card transactions refer to the section *Important Information and Agreements About Your Card*.

Wire Transfers: Once we've begun processing the wire transfer and completed all of our internal reviews, we will apply the transaction to your account and update your available balance on the transfer's effective date.

While we make every effort to place transactions in a pending status on your account during the day, transactions may be unable to be displayed as pending before they are posted to your account. How these items are posted when they are completed and no longer display as pending is based on the posting order. Fees are applied against the account based on how items are posted. For details, refer to *Posting Order*.

Posting Order

Posting order is the order in which we apply deposits and withdrawals to your account. We provide you with visibility into how transactions are posted and in what order to help you better manage your account.

When we transition from one business day to the next business day we post transactions to and from your account during our nightly processing. The order in which we generally post items during nightly processing for each business day is:

- First, we make any previous day adjustments, and add deposits to your account.
- Second, we subtract transactions in chronological order by using the date and time of when the transaction was authorized or shown as pending. This includes ATM and Chase banker withdrawals, transfers and payments; automatic payments; chase.com or Chase Mobile online transactions; checks drawn on your account; debit card transactions; wire transfers; and real time payments. If multiple transactions have the same date and time, then they are posted in high to low dollar order.
 - There are some instances where we do not have the time of the transaction therefore we post at the end of the day the transaction occurred:
 - We are unable to show the transaction as pending; or
 - We don't receive an authorization request from the merchant but the transaction is presented for payment.
- Third, there are some transactions that we cannot process automatically or until we've completed posting of your chronological transactions. This includes Overdraft Protection transfers or transfers to maintain target balances in other accounts. We subtract these remaining items in high to low dollar order.
- Finally, fees are assessed last.

If you review your account during the day, you will see that we show some transactions as "pending." For details, refer to the section **"Pending" transactions**. These transactions impact your available balance, but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that business day's nightly processing, even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it and it may still be posted against your account during nightly processing.

OVERDRAFT PROTECTION:

WHAT IT IS:

Allows you to link an Overdraft Protection backup funding account—a Chase business savings account or a Chase business line of credit—to your checking account to help pay any overdraft transactions that may occur. If your checking account does not have enough money, we will use the available funds from your backup account to authorize or pay transactions. The exact amount needed to cover the transaction will be transferred if enough funds are available.

WHAT IT PAYS:

All transactions, including everyday debit card transactions

WHAT IT COSTS:

- There is not a fee for an Overdraft Protection transfer: Refer to the page *How your transactions will work* for Overdraft Fees that may apply if there is NOT enough money available in your linked Overdraft Protection backup account
- Business Line of Credit Transfer: You will pay interest as stated in the Line of Credit Agreement

If you have questions, please call us at 1-800-242-7338 (we accept operator relay calls).

Establishing or Canceling Overdraft Protection: Any owner of both a qualifying checking account and the backup account may enroll in Overdraft Protection without the consent of other owners, and both accounts must share at least one owner to maintain Overdraft Protection. Any owner of the checking account or the backup account may cancel Overdraft Protection (by terminating the service or closing the account) without the consent of other owners. A backup account can provide Overdraft Protection for more than one checking account, but a checking account can have only one backup account. A personal checking account may be linked to a Chase personal savings account; and a business checking account may be linked to a Chase business savings account or a business line of credit in good standing. We may cancel your Overdraft Protection service at any time. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval.

Transfers: We will make one Overdraft Protection transfer per business day that will appear on your statement for both accounts. If you have enough available funds in your backup account, we will automatically transfer enough to bring your checking account balance to zero. If you do not have enough available funds in your backup account to bring your checking account balance to zero, but you have enough available funds to pay one or more transactions and/or your previous day's negative balance, we will transfer that amount. If the amount transferred does not bring your checking account balance to zero, your checking account will become overdrawn and you may be charged Overdraft Fees. If we authorize your transaction, we will leave the funds in your backup account until we pay the transaction, which may take several days. However, if you use those funds before the transaction is paid there will not be available funds to make the transfer and your checking account may become overdrawn and charged an Overdraft Fee. The available balance for a savings account is determined at the time that we authorize a transaction or at the end of business day processing. The available balance for a business line of credit is determined at the end of the previous business day processing. We are not required to notify you if funds from the backup account cannot be transferred for Overdraft Protection (for example if the account is dormant, purged, restricted or not in good standing). Refer to the section *Restricting Your Account; Blocking or Delaying Transactions* for additional information.

CHASE BUSINESS DEBIT CARD COVERAGE:

WHAT IT IS:

Allows you to choose how we treat your **EVERYDAY DEBIT CARD**¹ transactions. If you don't have Overdraft Protection, or you don't have enough funds in your linked Overdraft Protection backup account, and:

- You select **YES** (default choice), we may authorize overdrafts at our discretion and you understand you will be charged an Overdraft Fee per transaction if Chase pays your overdraft
- You select **NO**, the transaction will be **declined** and you will NOT be charged an Overdraft Fee

Regardless of your Business Debit Card Coverage decision, if you are enrolled in Overdraft Protection and you have enough money in your linked Overdraft Protection backup account, we will use the available funds from your backup account to authorize or pay transactions (subject to daily limits—see Card Purchase and Withdrawal Limits).

WHAT IT PAYS:

Everyday debit card transactions **ONLY** (e.g., office supplies or gasoline)

WHAT IT COSTS:

- We charge a **\$34 Overdraft Fee per transaction** during our nightly processing beginning with the first transaction that overdraws your account balance by more than \$50 (maximum of 6 fees per business day, up to \$204)

WHEN A FEE WON'T BE CHARGED:

With Chase Overdraft Assist, if you're overdrawn by \$50 or less at the end of the business day OR if you're overdrawn by more than \$50 and you bring your account balance to overdrawn by \$50 or less at the end of the next business day. See *Chase Business Overdraft Services* for eligible accounts and products, and additional details.

- If your transaction is \$5 or less
- If your debit card transaction was authorized when there was a sufficient available balance in your account
- If your debit card transaction is declined



IMPORTANT INFORMATION – See your Deposit Account Agreement for full details on all products and services.

¹ Everyday debit card purchases are one-time purchases or payments, such as office supplies or everyday expenses. Everyday debit card purchases are subject to daily point of sale limits.



If you have questions, please call us at 1-800-242-7338 (we accept operator relay calls).

Learn how your transactions will work:

EVERYDAY DEBIT CARD PURCHASES¹ (Not recurring)

<p>STEP 1</p> <p>Is there enough money available in your checking account?</p> <p>✓ YES Transaction Authorized and Paid</p>	<p>NO Proceed to Step 2</p> 
<p>STEP 2</p> <p>OVERDRAFT PROTECTION Is enough money available in your checking account plus your linked Overdraft Protection backup account (savings or business line of credit)?</p> <p>✓ YES Transaction Authorized and Paid</p> <p>The exact amount needed to cover the transaction will be transferred.</p>	<p>NO (or you do NOT have a backup account) Proceed to Step 3</p> 
<p>STEP 3</p> <p>CHASE BUSINESS DEBIT CARD COVERAGE By default, you are automatically enrolled in Chase Business Debit Card Coverage.</p> <p>ⓘ YES (Default Choice) Transaction Authorized and Paid or Declined</p> <p>We may authorize and pay your transaction at our discretion based on your account history, deposits you make and the transaction amount. If authorized, you will be charged a \$34 Overdraft Fee per transaction (maximum of 6 Overdraft Fees per business day, up to \$204). If declined, transaction does NOT go through and you are NOT charged a fee.</p>	<p>X NO (you opted out) Transaction Declined</p> <p>Transaction does NOT go through and you are NOT charged an Overdraft Fee.</p>

CHECKS, AUTOMATIC PAYMENTS OR RECURRING DEBIT CARD PURCHASES²

<p>STEP 1</p> <p>Is there enough money available in your checking account?</p> <p>✓ YES Transaction Authorized and Paid</p>	<p>NO Proceed to Step 2</p> 
<p>STEP 2</p> <p>OVERDRAFT PROTECTION Is enough money available in your checking account plus your linked Overdraft Protection backup account (savings or business line of credit)?</p> <p>✓ YES Transaction Authorized and Paid</p> <p>The exact amount needed to cover the transaction will be transferred.</p>	<p>NO (or you do NOT have a backup account) Proceed to Step 3</p> 
<p>STEP 3</p> <p>STANDARD OVERDRAFT PRACTICE NOW APPLIES Transaction authorized and paid or returned/declined at our discretion based on your account history, deposits you make and the transaction amount.</p> <p>✓ AUTHORIZED AND PAID</p> <p>If authorized and paid, you will be charged a \$34 Overdraft Fee per transaction (maximum of 6 Overdraft Fees per business day, up to \$204).</p>	<p>X RETURNED/DECLINED</p> <p>If a transaction is returned unpaid or declined, you are NOT charged a fee.</p>

- 1 Everyday debit card purchases are one-time purchases or payments, such as office supplies or everyday expenses. Everyday debit card purchases are subject to daily point of sale limits.
- 2 Recurring debit card purchases include transactions such as phone bills, utility bills and recurring vendor payments. Recurring debit card purchases are subject to daily point of sale limits.

If you have questions, please call us at 1-800-242-7338 (we accept operator relay calls).

Confirm your choice:

YOU ATTEMPT A TRANSACTION WITHOUT ENOUGH MONEY IN YOUR CHECKING ACCOUNT

YOUR CHOICE TODAY	TYPE OF TRANSACTION	IF YOU HAVE ENOUGH MONEY IN YOUR LINKED OVERDRAFT PROTECTION BACKUP ACCOUNT	IF YOU DO NOT HAVE ENOUGH MONEY IN YOUR LINKED OVERDRAFT PROTECTION BACKUP ACCOUNT
If you decline both Overdraft Protection and Business Debit Card Coverage, our Standard Overdraft Practice will apply.			
STANDARD OVERDRAFT PRACTICE	Check, Automatic Payment, Recurring Debit Card	Transaction Authorized and Paid or Declined at Chase's discretion Overdraft Fee ³ per transaction if authorized and paid (no linked backup account)	
	Everyday Debit Card	Transaction Declined NO OVERDRAFT FEE (no linked backup account)	
└ OVERDRAFT PROTECTION	Check, Automatic Payment, Recurring Debit Card	Transaction Authorized and Paid and transfer made— No Overdraft Fee	Transaction Authorized and Paid or Declined at Chase's discretion Overdraft Fee ³ per transaction if authorized and paid
	Everyday Debit Card	Transaction Authorized and Paid and transfer made— No Overdraft Fee	Transaction Declined NO OVERDRAFT FEE
└ BUSINESS DEBIT CARD COVERAGE (Default Choice)	Check, Automatic Payment, Recurring Debit Card	Not applicable	
	Everyday Debit Card	Transaction Authorized and Paid or Declined at Chase's discretion Overdraft Fee ³ per transaction if authorized and paid (no linked backup account)	
└ BUSINESS OVERDRAFT PROTECTION and BUSINESS DEBIT CARD COVERAGE	Check, Automatic Payment, Recurring Debit Card	Transaction Authorized and Paid and transfer made— No Overdraft Fee	Transaction Authorized and Paid or Declined at Chase's discretion Overdraft Fee ³ per transaction if authorized and paid
	Everyday Debit Card	Transaction Authorized and Paid and transfer made— No Overdraft Fee	Transaction Authorized and Paid or Declined at Chase's discretion Overdraft Fee ³ per transaction if authorized and paid

If a recurring debit card transaction is declined, the transaction does not go through and you are not charged a fee.

You can avoid overdrawing your account by making a deposit or transferring funds to cover the overdraft before the business day ends and we start our nightly processing. Here are the cutoff times for some ways of making a deposit or transferring funds from another Chase account:

- At a branch before it closes
- At an ATM before 11 p.m. Eastern Time (8 p.m. Pacific Time)
- When transferring money on chase.com or Chase Mobile or using Zelle® before 11 p.m. Eastern Time (8 p.m. Pacific Time)

If you deposit a check, this assumes we do not place a hold and the check is not returned. Additional cutoff times apply to other transfers, including transfers from non-Chase accounts. Please visit chase.com or Chase Mobile for more information and service agreements.

³ The Chase Platinum Business Checking account waives one Overdraft Fee per monthly statement period.

If you have questions, please call us at 1-800-242-7338 (we accept operator relay calls).

Coversheet

Approval of 1st Day School Supplies (Renewal)

Section: XI. Business/Financial Services
Item: C. Approval of 1st Day School Supplies (Renewal)
Purpose: Vote
Submitted by: Christine Feher
Related Material: 1st Day School Supplies Quote.pdf

BACKGROUND:

Students in grades TK-6th grade of the online program will receive a box of school supplies that will be used for school projects and enrichment activities, such as art. There are also materials that will enhance the online experience (such as whiteboards), so teachers can ensure participation and writing practice. This vendor has assembled the boxes of supplies and will ship them directly to the student's homes before the start of school. This is a significant cost saving for purchasing the materials, assembling them, and shipping them from the school office. Materials include pencils, paper, scissors, glue, whiteboards, markers, and more. CalPac administration and staff curated the boxes to suit the needs of our students and curriculum.

RECOMMENDATION:

It is recommended the Board approve 1st Day School Supplies, as presented.

PURCHASE ORDER

1ST DAY SCHOOL SUPPLIES

2659 Center Rd
 Hinckley, OH 44233
 330.421.1705
 cmeadows@1stdayschoolsupplies.com

Date: 4/12/23

PO #: 1178857

1ST DAY SCHOOL SUPPLIES

Sean Magalski
 Director of Customer Experience
 sean@1stdayschoolsupplies.com
 330.421.1705

SHIP TO

California Pacific Charter Schools
 Danielle Carbonette
 4101 Birch Street Suite 150
 Newport Beach, CA 92660
 dcarbonette@cal-pacs.org
 855.225.7227 ext. 105

SHIPPING TERMS	SHIPPING METHOD	DELIVERY DATE
LTL Freight	Old Dominion Freight	8/27/2023

CalPac	Grade Kit	QTY	KIT PRICE	TOTAL
	TK-2ND	150	\$86.99	\$13,048.50
	3RD-6Th	150	\$93.99	\$14,098.50
			TOTAL	\$27,147.00

Coversheet

Approval of All Systems Go! (ASG!) Computer Services Contract for Paid Media Management (Renewal)

Section: XI. Business/Financial Services
Item: D. Approval of All Systems Go! (ASG!) Computer Services Contract for Paid Media Management (Renewal)
Purpose: Vote
Submitted by: Christine Feher
Related Material: All Systems Go!.pdf

BACKGROUND:

All Systems Go! (ASG!) is a Google certified marketing agency. CalPac has been worked with ASG! for most of the 22-23 school year, and they have been able to lower the cost per conversion and maximize the school's financial investment in student recruitment. This proposal includes paid ad management across digital platforms, including remarketing campaigns. The advertising budget will remain controlled by the school, but ASG! will ensure that every dollar is maximized to the highest performing campaigns and/or the enrollment needs of the schools.

RECOMMENDATION:

It is recommended the Board approve the contract with ASG! as presented.

ALL SYSTEMS GO!

COMPUTER SERVICES

THIS LICENSE AGREEMENT ("Agreement") is dated as of this 12th of August 2023, by and between All Systems Go! Computer Services and the Purchaser, California Pacific Charter Schools, (hereinafter "Client") listed below.

All packages and add-ons licensed from All Systems Go! Computer Services are subject to the attached terms and conditions. This agreement supersedes all prior writings and verbal representations.

Paid Media Management | Custom Package

This digital marketing service includes:

Paid Media Management

Creating, launching, and managing ad campaigns on Google Ads. Goals of this service are to increase relevant, valuable traffic to the website and increase valuable actions performed. Ongoing management is done to improve the cost-effectiveness of these efforts.

The Client will receive one meeting per month for every \$20k in ad budget for the month (e.g., if the ad spend budget is set to \$80k in August then the Client is eligible for four meetings that month). If the Ads account is set to spend less than \$20k in a month, the Client is eligible for one meeting that month. The maximum number of meetings that can be held in a single month is five. If the Client desires more than 1 meeting per \$20k in ad budget within a single month, the Client will be charged \$250 per additional meeting.

A digital marketing report can be compiled and delivered to the Client once a month. This report presents performance results of their marketing efforts. Client will need to supply business numbers or feedback as needed to support tracking results of determined goals.



Client is purchasing the following:

- Paid Media Management \$2000/month + 3% of Previous Month's Ad Spend
- + Ad Spend is not included in the monthly fee

If all ads in the Client's Google Ads account are paused for more than 7 consecutive days in a single month, the Client will be billed at \$65.78 per day the ads were active in that month, plus 3% of the Previous Month's Ad Spend.

Any other payment terms must be agreed to by All Systems Go! Computer Services in advance. Cancellation of the service contract requires a 30-day written notice. At the end of the term of service, All Systems Go! Computer Services will no longer provide services.

Payment Authorization

I agree to pay All Systems Go! Computer Services for services listed above. You will receive an invoice and link to pay. No orders are processed without payment. Please note all prices are quoted in US dollars.

Your billing email address _____

The Client will be billed for Paid Media Management services at the beginning of each month as it begins.

Purchaser

Printed Name and Title

Business Name

City, State, Zip

Phone Number (Including Area Code)

Contact Email Address

Purchaser Signature

All Systems Go! Computer Services
Michael Argueta, CEO

1749 E. Spring St.
Tucson, AZ 85719
Phone: (520) 906-6595
Michael@ASGadvantage.com

Michael Argueta

All Systems Go! Computer Services
Signature

ALL SYSTEMS GO!

COMPUTER SERVICES

ALL SYSTEMS GO! COMPUTER SERVICES, LLC STANDARD TERMS AND CONDITIONS

1. Applicability.

(a) These standard terms and conditions (these "Terms") are the only terms that govern the provision of products, if any, and services by All Systems Go! Computer Services, LLC, an Arizona Limited Liability Corporation, ("All Systems Go! Computer Services") to the client ("Client") set forth on the accompanying client-specific contract which has incorporated these Terms by reference (the "Client Contract").

(b) The Client Contract, including any other exhibits, schedules or annexes, and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Client Contract, the Client Contract shall govern.

(c) These Terms prevail over any of Client's general terms and conditions regardless whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

2. Terms and Conditions for Services. All Systems Go! Computer Services shall provide the services to Client as described in the Client Contract (the "Services") in accordance with these Terms. All Systems Go! Computer Services may, from time to time change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Client Contract. If All Systems Go! Computer Services's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, All Systems Go! Computer Services shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

3. Fees; Payment Policies and Procedures; Late Fees.

(a) In consideration of the provision of the Services, and if applicable, the delivery of the Client's Website, the Tools and Deliverables, by All Systems Go! Computer Services and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the Client Contract in accordance with All Systems Go! Computer Services's payment policies and procedures, as amended from time to time, which have been or will be provided to Client.

(b) All Systems Go! Computer Services reserves the right to charge late fees for any due, but unpaid, fees relating to the products and services provided to Client in accordance with its payment policies and procedures.

4. Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.

ALL SYSTEMS GO!

COMPUTER SERVICES

5. Termination. Either party may terminate this Agreement upon breach by the other party of any of the material terms of this Agreement and the failure of the breaching party to cure that breach within 15 days from receipt of written notice from the non-breaching party. Client may terminate this Agreement for convenience upon 30 days' written notice to All Systems Go! Computer Services may terminate this Agreement, effective immediately, if Client files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property. No expiration or termination shall affect Client's obligation to pay all license and service fees relating to the Services or the Client's Website that may have become due before or at such expiration or termination. No refunds shall be given to Client upon Client's termination for convenience.

6. LIMITATION OF LIABILITY.

(a) In no event shall All Systems Go! Computer Services be liable to Client or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not All Systems Go! Computer Services has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) Client acknowledges that All Systems Go! Computer Services's performance of the Services and delivery of the Services is dependent on Client's level of participation and cooperation. Client also acknowledges that All Systems Go! Computer Services's performance of the Services may be based on services, products and policies provided by certain third party service providers (e.g., Google) that may be subject to change without notice. In the event (i) Client fails to reasonably participate or cooperate in the performance of the Services and the delivery of the Services or (ii) of a change to services, functionality and other similar processes by such third party service providers, Client acknowledges that All Systems Go! Computer Services may be unable to provide certain Services due to such failure by Client or such change by the third party service providers and that All Systems Go! Computer Services's failure shall not constitute a breach of this Agreement by All Systems Go! Computer Services.

(c) In no event will All Systems Go! Computer Services's and its affiliates', including any of its or their respective licensors' and service providers', collective aggregate liability under or in connection with this Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), and otherwise, exceed the lesser of (i) total amount paid to All Systems Go! Computer Services by Client pursuant to this Agreement for the immediately preceding six (6) months prior to the date of the alleged claim or (ii) \$10,000. The limitation of liability set forth in this Section 6(a) shall not apply to liability arising from All Systems Go! Computer Services's gross negligence or willful misconduct.

(d) Client must file any cause of action arising under, or related to, this Agreement no later than three (3) months after the claim has accrued.

ALL SYSTEMS GO!

COMPUTER SERVICES

7. **Indemnification.** Client agrees to defend and indemnify All Systems Go! Computer Services from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable attorneys' fees, resulting from, or alleged to result from, Client's violation of this Agreement.
8. **Applicable Law.** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of law provisions.
9. **Arbitration.** All claims, demands or disputes arising under or in connection with this Agreement, which cannot be settled through correspondence and mutual consultation of the parties, shall be finally settled by arbitration and the parties agree, to the extent allowed by law, that arbitration shall be the sole and exclusive method of resolving such claims, demands and disputes. Arbitration shall be invoked by written notice given by one party to the other stating the nature of the dispute and the claim(s) of the party invoking arbitration. The parties shall mutually select one arbitrator with experience in commercial business matters. In the event they are unable to agree on an arbitrator or either party refuses to participate in the selection of an arbitrator within 30 days after the delivery of notice invoking arbitration, the arbitrator shall be selected by the American Arbitration Association ("AAA") and the arbitration shall be conducted on an expedited basis by such arbitrator pursuant to the Commercial Arbitration Rules of the AAA then in effect. The arbitration shall be held in a location to be mutually agreed by the parties or, if the parties are unable to agree, in Pima County, Arizona. The arbitrator shall be limited to the terms of this Agreement but shall have the right, to the extent allowed by law, to award all remedies at law or in equity including but not limited to damages and injunctive relief. Any award shall include an award of costs and reasonable attorneys' fees to the prevailing party. The decision of the arbitrator shall be final and binding and may be entered and enforced by any court of competent jurisdiction.
10. **Entire Agreement.** This Agreement together with all annexes, schedules, and exhibits attached thereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Client and All Systems Go! Computer Services with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
11. **Amendment and Modification.** All Systems Go! Computer Services reserves the right to amend these Terms from time to time and such amendment or modification shall become effective as of the date All Systems Go! Computer Services provides written notice of such amendment or modification to Client. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
12. **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of All Systems Go! Computer Services. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

ALL SYSTEMS GO!

COMPUTER SERVICES

13. Force Majeure. All Systems Go! Computer Services shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of All Systems Go! Computer Services including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

14. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Coversheet

Approval of a Three-Year Contract with Alludo Learning (Renewal)

Section: XI. Business/Financial Services
Item: E. Approval of a Three-Year Contract with Alludo Learning (Renewal)
Purpose: Vote
Submitted by: Christine Feher
Related Material: Evergreen_Alludo Renewal Quote 2023.26.pdf

BACKGROUND:

Alludo leverages gamification to encourage teachers, administrators, staff or students to acquire new skills and experience. By providing a fun, competitive, self-paced environment, players are empowered to own their learning, choose topics aligned with their goals while collaborating with peers, earning badges, and gaining knowledge. CalPac requires a minimum of five hours of participation in the platform per year, and the training and reflection is part of the evaluation process each year.

RECOMMENDATION:

It is recommended the Board approve a three-year contract with Alludo Learning for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751).



Alludo Software Licensing and Services Quote
California Pacific Charter School
04.06.2023

Licensing

License	Description
<p>Alludo Managed Licenses</p>	<ul style="list-style-type: none"> ● Annual seat license per learner ● Unlimited courses, content, multi-learning activities and badges ● Sender email integration with district/school ● Alludo Community Catalog for administrators ● Alludo Analytics for individual, site, district and content reporting ● Digital/open badge platform in a downloadable file format ● Alludo Rewards incentive management system ● Managed approving and review of learner evidence to ensure the learners are meeting the criteria for training. ● 24-hour review response time, M-F

Service Package

Services	Description
<p>Engagement Services</p>	<ul style="list-style-type: none"> ● Implementation and management of an annual promotion plan for engagement and adoption of the Alludo program. ● Development of an annual strategic plan for effective communication and marketing based on the needs of the district, learning/training initiatives, and needs. ● Incentive program strategy for player engagement and achievement recognition. ● Monthly communications, campaigns and performance measurements ● Program reporting on adoption and success factors.

3 Year Pricing

Software/ Service	Term	Number of Users	Price Per User	Cost
Alludo Managed Licenses	8/1/2023 to 7/31/2026	95	\$35/user less 10% multi-year discount \$31.50/user per year	\$8,977.50
Engagement Services Package	annual	NA	\$5,000/year	\$15,000
TOTAL				\$23,977.50

Coversheet

Approval of a Curriculum Purchase from Accelerate Education (Renewal)

Section: XI. Business/Financial Services
Item: F. Approval of a Curriculum Purchase from Accelerate Education
(Renewal)
Purpose: Vote
Submitted by: Christine Feher
Related Material: Accelerate Education Quote Q01663.pdf

BACKGROUND:

Accelerate Education is an online curriculum provider used for grades TK-5th grade at CalPac. Courseware is California standards aligned, and meets the needs of diverse learners from all ability levels. Teachers utilize the courseware and provide supplemental live instruction to students. Licenses include access to core curriculum by gradelevel for a cost of \$449 per student. Workbooks to accompany the online curriculum are also included in the price at \$19 per subject, per semester, per student. Unused licenses roll over from year to year, so there are credited licenses and workbooks from the 2022-2023 school year.

RECOMMENDATION:

It is recommended the Board approve the purchase contract with Accelerate Education for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) as presented.



QUOTE

Bill To:

Christine Feher
 California Pacific Charter Schools
 940 S Coast Dr Ste 185
 Costa Mesa, CA 92626

Submitted By: Paul Gusman

Phone: 503-784-9961
Date: 4/24/2023
Expiration: 5/31/2023
Quote #: Q01663

612	K-5 Workbooks	Physical Workbook prices are Per Semester Course. Includes domestic standard ground shipping. Workbooks are only valid for the current school year as future course updates may necessitate changes to activities, page layouts, etc.	\$19.00	\$11,628.00
412	K-5 Workbooks	Unused Workbook carry over from 22-23 Physical Workbook prices are Per Semester Course. Includes domestic standard ground shipping. Workbooks are only valid for the current school year as future course updates may necessitate changes to activities, page layouts, etc.	\$0.00	\$0.00
128	K5 Content FT Seat	Full Time Seat Licenses include up to 6 courses / Per Student / Per Semester for the academic school year. Students with more than 6 courses per semester will incur Individual Course fees. Physical Materials not Included. Seats valid from: 8-1-2023 to 6-30-2024	\$449.00	\$57,472.00
61	K5 Content FT Seat	Carry over of unused seats from 22/23 SY Full Time Seat Licenses include up to 6 courses / Per Student / Per Semester for the academic school year. Students with more than 6 courses per semester will incur Individual Course fees. Physical Materials not Included. Seats valid from: 8-1-23 to 6-30-24	\$0.00	\$0.00
1	Year 2+ Virtual Implementation & PD Package (Buzz)	Unlimited access to live and on-demand training webinars and resources for administrators and teachers (established programs) (Buzz). Includes: School year rollover domain configuration & support Refresher and new teacher/administrator training webinars	\$1,250.00	\$1,250.00

Additional Information

- Once a student completes or drops from a Seat, License is open for another student
- Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year
- No refunds or returns on workbooks

Subtotal	\$70,350.00
Tax	\$0.00
Total	\$70,350.00

Quotation prepared by: Paul Gusman

This is a quotation on the goods named above, subject to the conditions of the signed contract.

To accept this quotation, sign here and return: _____

- Actual Workbook orders above the initial pre-purchased amount will be invoiced periodically during the year
- K-5 Independent Reading Program Not Included
- IDEAL Learning Library if hosted by AE
- School branded login page and logo within LMS included for Full Time Seats
- PD Support package required

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

Quotation prepared by: Paul Gusman

This is a quotation on the goods named above, subject to the conditions of the signed contract.

To accept this quotation, sign here and return: _____

Coversheet

Approval of Funds for Purchase of Student and Faculty Technology

Section: XI. Business/Financial Services
Item: G. Approval of Funds for Purchase of Student and Faculty Technology
Purpose: Vote
Submitted by: Christine Feher
Related Material: Staff Dell Quote.pdf
Lenovo CB Quote.pdf
Asset Tag Accesories Quote.pdf
Monitor Quote.pdf

BACKGROUND:

CalPac requests to purchase Chromebooks to ensure there is enough inventory to meet the demand for all students. Students are required to use a school-issued laptop with the appropriate secure browser technology properly installed on each device.

Staples Quote 827353 shows an example of the computers that will be purchased for student use.

Asset Tag Accessories Quote is an example of the asset tags necessary to help identify our devices and ensure that they are returned.

CalPac requests funds to be able to purchase devices, docking stations, and monitors to ensure that staff is able to perform their duties and to have enough inventory to meet the demand of any new staff or replacements needed.

Staples Quote 835560 shows an example of a staff computer that will be purchased for new staff members or as a replacement for staff computers that are no longer in service.

Amazon cart with Dell monitors shows an example of the monitors that will be purchased for the use of staff to be able to perform their duties.

RECOMMENDATION:

It is recommended the Board approve the funds for the purchase of student and faculty technology for California Pacific Charter Schools - Sonoma (#2037), San Diego (#1758), and Los Angeles (#1751) for the 2023-24 school year.

Quotation (Open)

 Quote # : 835560 1 rev of 1
 Modified Date: May 02, 2023 08:30 AM EDT
 Expiration Date: 05/04/2023
 Description: Request#9988110

Sequoia (non-CNET account)

Staples Technology Solutions

 P O Box 95230
 Chicago, Illinois 60694-5230
 United States
 (P) 1-888-438-4806

BILLING

 California Pacific Charter Schools
 Morfin, Alexis
 940 South Coast Drive
 Suite #185
 Costa Mesa, CA 92626
 United States
 (P) 707-394-4343
 (F) 888-769-1750
 amorfin@cal-pacs.org

SHIPPING

 California Pacific Charter Schools
 Nogueda, Victor
 940 South Coast Drive
 Suite #185
 Costa Mesa, CA 92626
 United States
 (P) 707-394-4343
 (F) 888-769-1750
 vnogueda@cal-pacs.org

Payment Method

Terms: Net 30 Days

Shipping Info

 Delivery Method: FedEx Ground
 Carrier Account #:
 Special Instructions:

We appreciate your business! All orders will be processed on the day of submission. Please allow up to 7 business days for delivery. Please contact us should you have any questions.

Products

#	Image	Description	Part #	Qty	Unit Price	Total
1		Inspiron 16 2-in-1 (7620) i7/16GB/512GB/W11H	210-BDFG	10	\$931.36	\$9,313.60

Note: Estimated delivery if purchased today: May. 05, 2023
 12th Generation Intel Core i7-1260P Processor (18MB Cache, up to 4.7GHz)
 Windows 11 Home, English
 Intel(R) Iris(R) Xe Graphics
 16GB, 2x8GB, DDR4, 3200MHz
 512GB M.2 PCIe NVMe Solid State Drive
 16.0-inch 16:10 FHD+ (1920 x 1200) Touch 300nits WVA Display with ComfortView Plus Support
 Platinum Silver
 Titan Gray Backlit,FPR Kybd, English
 Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card
 6-Cell Battery, 87Whr (Integrated)
 65W Type-C EPEAT Adapter
 Wireless Driver for AX211, Athena
 US Power Cord
 Documentation, English/French w/ QR Code
 Energy Star Label
 System Driver for Windows
 Retail Print On Demand Label
 Shipping Material
 Fixed Hardware Configuration
 English Palmrest Label
 Intel(R) Core(TM) i7 EVO non-vPro Processor Label
 Regulatory Label
 Dell Cinema Color
 Amazon Alexa App
 Dell Limited Hardware Warranty Initial Year
 Onsite/In-Home Service After Remote Diagnosis, 1 Year
 No Microsoft Office License Included

Subtotal: \$9,313.60
 Tax (7.7500%): \$721.80
 Fees: \$0.00
Total: \$10,035.40

Special Note: Displayed inventory availability is subject to change. Based upon pandemic driven shortages and frequent pricing changes, prompt placement of your order, will help establish prioritization and provide the highest likelihood of fulfillment for constrained products.

Terms of Purchase

If shipping charges or sales tax & fees are shown, they are estimates only. Actual shipping charges and sales taxes and fees will be calculated at the time of shipment and added to the invoice. Pricing quoted is subject to change prior to shipment, manufacturer and distributor pricing changes regularly. This quote is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Credit cards may be used only at the time of purchase and not for the payment of invoices. Credit Card Fees may apply.

Purchase subject to Terms and Conditions here : https://sts.staples.com/tech_services_STS.html

Returns are subject to Return Policy found here: <https://sts.staples.com/returns.html>.

Leasing available on orders over \$1,000 and is subject to credit approval and agreement to terms
 Powered by BoardOnTrack

Quotation (Open)

Quote # : 827353 2 rev of 2
 Modified Date: May 01, 2023 02:32 PM EDT
 Expiration Date: 05/26/2023
 Description: Request#827353

Sequoia (non-CNET account)

Staples Technology Solutions

P O Box 95230
 Chicago, Illinois 60694-5230
 United States
 (P) 1-888-438-4806

BILLING

California Pacific Charter Schools
 Morfin, Alexis
 940 South Coast Drive
 Suite #18
 Costa Mesa, CA 92626
 United States
 (P) 855-225-7227
 amorfin@cal-pacs.org

SHIPPING

California Pacific Charter Schools
 Nogueda, Victor
 940 South Coast Drive
 Suite #185
 Costa Mesa, CA 92626
 United States
 (P) 707-394-4343
 (F) 888-769-1750
 vnogueda@cal-pacs.org

Payment Method



Terms: Net 30 Days

Shipping Info

Delivery Method: UPS Ground
 Carrier Account #:
 Special Instructions:

We appreciate your business! All orders will be processed on the day of submission. Please allow up to 7 business days for delivery. Please contact us should you have any questions.

Products

#	Image	Description	Part #	Qty	Unit Price	Total
1		Lenovo 500e Chromebook (2nd Gen) 81MC Flip design - Intel Celeron N4120 / 1.1 GHz - Chrome OS - UHD Graphics 600 - 4 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 5 - black - kbd: English	81MC005AUS	200	\$226.23	\$45,246.00
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS- EDU-NEW	200	\$32.00	\$6,400.00

Subtotal: \$51,646.00
 Tax (7.7500%): \$4,002.57
 Fees: \$0.00
Total: \$55,648.57

Special Note: Displayed inventory availability is subject to change. Based upon pandemic driven shortages and frequent pricing changes, prompt placement of your order, will help establish prioritization and provide the highest likelihood of fulfillment for constrained products.

Terms of Purchase

If shipping charges or sales tax & fees are shown, they are estimates only. Actual shipping charges and sales taxes and fees will be calculated at the time of shipment and added to the invoice. Pricing quoted is subject to change prior to shipment, manufacturer and distributor pricing changes regularly. This quote is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Credit cards may be used only at the time of purchase and not for the payment of invoices. Credit Card Fees may apply.

Purchase subject to Terms and Conditions here : https://sts.staples.com/tech_services_STS.html

Returns are subject to Return Policy found here: <https://sts.staples.com/returns.html>.

Leasing available on orders over \$1,000 and is subject to credit approval and agreement to terms.



Victor Noguera <vnoguera@cal-pacs.org>

Saved Quote CM231-000-076 from MaverickLabel.com

3 messages

Chris Ford <CFord@mavericklabel.com>
 Reply-To: Chris Ford <CFord@mavericklabel.com>
 To: vnoguera@cal-pacs.org, CFord@mavericklabel.com

Mon, Apr 10, 2023 at 2:04 PM



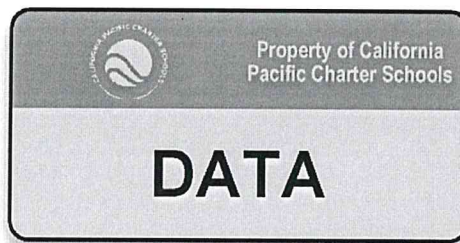
Hello from Chris Ford -

I have saved quote **CM231-000-076** for you.

[Place an Order](#)

This quote expires in 14 days.

- Size:** 2.0 in x 1.0 in
- Substrate:** Polyester-2 mil-Metalized Matte Silver
- Numbering:** Database Merge
- Barcode:** Number Only
- Serial Numbering:** Database Merge
- Color:** Process/Lagoon Blue, Black
- Line #1:** Property of California
- Line #2:** Pacific Charter Schools



Quantity	Price	Production Time*
100	\$153.49	2 days
250	\$238.00	2 days
500	\$378.85	2 days

* Does not include any proofing time

Please Note: material shortages may impact production time. If you have a time-sensitive order, please chat with our CustomerCare team to discuss options.

All Enter keyword or product number

Shop breakroom supplies ▶

All Add People Buy Again Gift Cards Recommendations

EN

Hello, Alexis

Account for CalPac Online

Lists

Business Prime

20



Alexis, don't forget to check out with Pay by Invoice.

The purchasing line that lets you buy now and pay later.

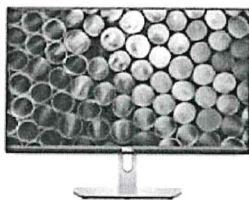
Shopping Cart

Subtotal (20 items): **\$2,799.80**

This order contains a gift

Price

Proceed to checkout



Dell S2421H 24-Inch 1080p Full HD 1920 x 1080 Resolution 75Hz USB-C Monitor,

\$139.99

In Stock

& FREE Returns

This is a gift Learn more

Size: 24.0" FHD

Display Type: Fixed

Part Number: S2421H

20

Delete

Save for later

Compare with similar items

Share

Subtotal (20 items): **\$2,799.80**

Quantity Discounts to consider



Logitech MK545 Advanced Wireless...

9,410

\$54.99

Add to Cart



MUNBYN Thermal Direct Shipping Label...

9,859

\$21.95

Add to Cart



HumanCentric Mount Compatible with Dell...

394

\$34.98

Add to Cart



Logitech MK335 Wireless Keyboard an...

7,275

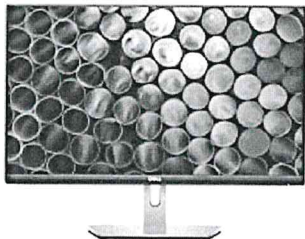
\$34.99

Add to Cart

Your Items

Saved for later (16 items)

Buy it again



Dell S2421H 24-Inch 1080p Full HD 1920 x 1080 Resolut...

\$139.99

In Stock

& FREE Returns

Size: 24.0" FHD

Display Type: Fixed

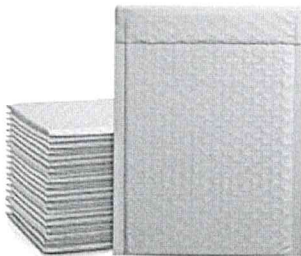
Part Number: S2421H

Move to cart

Delete

Add to list

Compare with similar items



Metronic Bubble Mailers 6x10 Inch 50 Pack, Cushioning Shi...

\$16.99

In Stock

& FREE Returns

Color: Aqua

Size: 6x9"

Move to cart

Delete

Add to list

Compare with similar items

Coversheet

Approval of Declaration of Need (DON) for the 2023-2024 School Year

Section: XII. Personnel Services
Item: A. Approval of Declaration of Need (DON) for the 2023-2024 School Year
Purpose: Vote
Submitted by: Corrie Amador
Related Material: cl500- Declaration of Need Form CPCS-SD.pdf
cl500- Declaration of Need Form CPCS-SO.pdf
cl500- Declaration of Need Form CPCS-LA.pdf

BACKGROUND:

The Declaration of Need (DON) is the annual form submitted to the California Commission on Teacher Credentialing (CTC) by county offices of education, public school districts, charter schools, state-wide agencies or non-public schools or agencies. With the passage of AB 1505, charter schools are required to employ individuals with the appropriate credential for the subject being taught in order to be eligible to apply for any emergency and/or limited assignment permit restricted to their organization. This form contains the employing agency's estimated number (it acceptable to overestimate with no penalty) of Emergency Permits (such as Emergency CLADs andis BCLADs), Limited Assignments, and Internship Credentials that will be requested during the upcoming school year.

The CTC must have a current DON on file prior to processing applications for the Emergency and Limited Assignment Permits. The DON will be valid for twelve months and will expire on June 30, 2024.

RECOMMENDATION:

It is recommended the Board approve the Declaration of Need (DON), as presented in the event any emergency permits are needed during the 2023-2024 school year to prevent any delay in future application processing.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

Name Signature Title

Fax Number Telephone Number Date

Mailing Address

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

_____ *Name* _____ *Signature* _____ *Title*

_____ *Fax Number* _____ *Telephone Number* _____ *Date*

_____ *Mailing Address*

_____ *E-Mail Address*

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
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List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

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Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

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The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

_____ *Name* _____ *Signature* _____ *Title*

_____ *Fax Number* _____ *Telephone Number* _____ *Date*

_____ *Mailing Address*

_____ *E-Mail Address*

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

Coversheet

Approval of University Student Teaching and Internship Agreements

Section: XII. Personnel Services
Item: B. Approval of University Student Teaching and Internship Agreements
Purpose: Vote
Submitted by: Corrie Amador
Related Material: CPCS and Alliant -MOU-2023.pdf
CSUSB 269894.pdf
CSUDH STUDENT TEACHING AGREEMENT 2023.pdf

BACKGROUND:

CalPac staff recommend approval of the agreements with Alliant International University, California State University San Bernardino, and California State University Dominguez Hills for the purpose of providing learning practicum experiences for practicum students, student teachers, Intern School Psychologists, and School Counseling students.

The agreements are mutually beneficial to CPCS and each university in that university students can gain experience hours to meet their program requirements, and the school gains access to candidates who are certified to provide services under supervision. Additionally, the arrangement creates a path for potential job candidates to meet future staffing needs.

RECOMMENDATION:

It is recommended the Board approve the agreements between the respective University and California Pacific Charter Schools for Practicum Students, Student Teachers, and Interns, as presented.



MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION
And
CALIFORNIA PACIFIC CHARTER SCHOOLS

Alliant International University, Inc., a California Public Benefit Corporation (the “University”), and California Pacific Charter Schools (CPCS) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship at CPCS. Interns nominated by either the University or CPCS shall be mutually acceptable by both the University and CPCS, and shall be subject to a mutually acceptable placement within CPCS. This Memorandum of Understanding shall become effective August 01, 2023 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with CPCS prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Basic Educational Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with CPCS Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, CPCS Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to CPCS that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to CPCS administrator for this contract; and
- D. Provide a list of the names of University's students and employees who may have contact with pupils to CPCS administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.
- E. CPCS may require the University and its students who may have contact with pupils to submit to additional background checks at CPCS's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of CPCS are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that CPCS has continually sought to maintain.
2. CPCS and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. CPCS and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the School Counseling Performance Expectations (SCPE), and

program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

4. CPCS and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of CPCS.
6. CPCS and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
7. CPCS and Student Teacher or Intern understand they will be requested to use Video Progress Assessments. Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by CPCS personnel, including but not limited to both an immediate field supervisor and an CPCS mentor as directed by the California Commission on Teacher Credentialing Standards.
12. CPCS and the University, in partnership, must provide support for each Intern.
13. CPCS and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. CPCS agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
16. CPCS Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
17. CPCS Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. CPCS Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
18. CPCS Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an

Administrative Service Credential), and have a Master's degree or equivalent. CPS confirms its Intern Support Providers have been trained in their supervisory roles.

19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, CPCS understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, CPCS will work with the University to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between CPCS and the University, CPCS reserves the right to release any Intern or Student Teacher.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

CPCS shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of CPCS and therefore students are not eligible for worker's compensation insurance under CPCS but that the University does maintain worker's compensation insurance for student coverage.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and CPCS agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and CPCS agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and CPCS will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation

against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or CPCS or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify CPCS and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

CPCS shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of CPCS, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CPCS, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of CPCS and therefore students are not eligible for worker's compensation insurance under CPCS but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. CPCS and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and CPCS, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. CPCS and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. CPCS shall not knowingly disclose Confidential Information to any third party in violation of FERPA. CPCS represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. CPCS further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, CPCS represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled “Non-Discrimination, Harassment, and Retaliation Clause,” “Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status,” “Confidentiality,” and “General Terms” shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

**Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.**

Date

Address:

**10455 Pomerado Rd.
San Diego, CA 92131**

California Pacific Charter Schools:

California Pacific Charter Schools

Date

Address:

**940 South Coast Drive
Suite #185
Costa Mesa, CA 92626**



**COLLEGE OF EDUCATION
LEARNING SITE AGREEMENT
CSUSB-22-0144**

This *Learning Site Agreement* (“Agreement”) is entered into by and between the Trustees of the California State University (CSU) on behalf of California State University, San Bernardino (“University” or “CSUSB”) principally located at 5500 University Parkway, San Bernardino, CA 92407

and California Pacific Charter School (Legal Entity Name)

located at 940 S Coast Dr Ste 185, Costa Mesa, CA 92626

BACKGROUND: The University Procurement & Contracts Department is requested to execute a substantial number of Learning Site Agreements annually. This Learning Site Agreement is intended to streamline the process by authorizing campus departments to place students at sites where a standardized agreement, containing required general terms and conditions, is already executed and in force. Where neither party requires the standard contract language be modified by additions or deletions, students may be placed without further action from Procurement & Contracts. Program specific requirements not explicitly addressed in this agreement do not automatically necessitate the execution of a supplemental agreement. For example, implicit program administrative requirements, which do not affect the substantive rights of the parties, do not require an amendment or supplemental agreement. Only modifications, which materially change the rights or obligations of the parties, **or any revision to, or deviation from, the General Provisions**, require both parties authorized signatories to execute an amendment or supplemental agreement.

PURPOSE: University offers degree, certificate, or class specific programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. The term “University Program”, includes any college, school, academic or administrative department located at CSUSB or CSUSB-PDC (Palm Desert Campus), governed by the Trustees of the California State University which may offer programs involving practical experience outside the classroom. In order for specific University programs to place students with a Learning Site, a valid Learning Site Agreement must be in place. Execution of a Learning Site Agreement does not automatically grant University the right to place students with Learning Site at any time or place it desires, nor does it promise or ensure that students will be placed at Learning Site. Placement of students at a Learning Site is at the sole discretion of individual University programs so long as Learning Site is willing and able to accommodate students for the requested duration. Prior to any placement, both the specific University program and Learning Site must mutually agree in writing prior to placement, to the scope of the engagement and to any additional program specific requirements not specified herein.

SCOPE: This agreement is intended to cover *Service Learning, Internships, Fieldwork, Field Practicums, Supervised Field Placement, Practice Teaching*, and any substantially similar program where University places students with an outside entity as part of his or her educational requirements. Each University program is required to maintain program specific standards, tools and goals, which must be communicated with Learning Site prior to placement of students. These requirements may include, but not be limited to risk assessments and site vetting which may or may not include a site visit; and creation of a program specific Learning Plan. This agreement does not delineate any of these responsibilities. Individual programs are required to develop, maintain, and communicate, as necessary, any additional requirements to Learning Site. Specific program requirements may be incorporated into this agreement by reference as necessary, or from time to time by addendum, upon the request of University Program or Learning Site.

In consideration of the mutual promises and conditions set forth below, the University and the Learning Site agree as follows:

I. RIGHTS AND OBLIGATIONS

A. Program Activities

1. The Learning Site will provide the University’s student(s) with a student-focused learning experience in keeping with the student(s) and the University’s learning objectives and goals.
2. The Learning Site and the University will meet as necessary to facilitate a mutually beneficial experience for all parties involved, or at the request of any of the parties.

3. The University and the Learning Site shall mutually agree to maximum number of students assigned to the Learning Site at any one time for experience in any given semester prior to the student(s) arrival at the Learning Site.
4. The length of the time the student(s) will be assigned to the Learning Site shall be mutually agreed to prior to the student(s) arrival at the Learning Site.
5. The University will work closely with the Learning Site to meet the expectations and priorities of the Learning Site as well as the student(s) outcomes.

B. Conflict Resolution and Discipline

1. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
2. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

C. Learning Site's Responsibilities

1. Identify the student's field instructor (supervisor or Resident Teacher) who satisfies the University requirements for this role. The field instructor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours (if required) and give feedback. Facility shall provide students with sufficient numbers and variety of procedural experiences to satisfy requirements for the fieldwork and/or practice teaching.
 - a. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Learning Site, in the schools or classrooms in which practice teaching is provided.
2. The Learning Site shall provide, for those students in credentialing programs, the University student teaching experience through practice teaching in schools and classes of the Learning site. Such practice teaching shall be provided in such schools or classes of the Learning site under the direct supervision and instruction of such employees of the Learning Site, as both parties, through their duly authorized representative, agree upon.
 - a. An assignment of a student of the university to practice teaching of the Learning Site shall be, at the discretion of the University for approximately 16 weeks of student teaching.
3. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students will check-in and how the students will log their time.
4. Provide each student with a written description of the student's tasks and responsibilities.
5. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
6. Evaluate the quality of student performance in accordance with any program specific requirements mutually agreed to and provided by the University in advance of student(s) arrival.
7. Contact the University if the student fails to perform assigned tasks, engages in misconduct, or does not meet the Learning Site's expectations for any reason.
8. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
9. Learning Site retains professional and administrative responsibility for all activity at Learning Site.

10. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

D. University's Responsibilities

1. The University will advise the student(s) of their responsibility to:
 - a. Participate in all training required by the Learning Site.
 - b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - d. Abide by the Learning Site's rules and standards of conduct.
 - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
2. The University shall maintain fieldwork eligibility records of each candidate in practice teaching, school psychology, professional counseling, school counseling, and rehabilitation counseling fieldwork and administrative practice.
3. The University shall maintain eligibility records for each credential student candidate. This includes but is not limited to the Certificate of Clearance issued by the California Commission on Teacher Credentialing, proof of Tuberculosis clearance, all required test scores and proof of subject matter competency to verify eligibility for fieldwork experiences according to the requirements for each credential program.
4. The University will inform students in practice teaching that they are not (1) Learning Site employees for any purpose; (2) entitled to wages or employee benefits for the time spent at the Learning Site in practice teaching.
5. The University shall take all necessary steps to ensure that any student presented to the Learning Site for affiliation through this Agreement is currently enrolled at the University.
6. The University shall provide District Resident Teachers/Mentors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches and instructional practices. The University ensures that District Resident Teachers remain current in the knowledge and skills for candidate supervision and program expectations.

E. Payment Schedule For Credential Program Resident Teachers/Mentors

1. It has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;
2. The honorarium or payment provided herein is intended to be transmitted promptly by the District to the Resident Teacher/Mentor Teacher as compensation for and recognition of services performed for the student teacher in the Resident Teacher/Mentor Teacher's charge;
3. The State shall pay District for such services at the RATE AND AMOUNT of \$250.00 per student per semester, not to exceed a total payment of \$50,000.00 during the term of the agreement.

II. GENERAL PROVISIONS

- A. **Term of Agreement** - The term of this Agreement shall begin on July 1, 2023 and shall continue through June 30, 2027. Unless otherwise prohibited by law, a new agreement shall automatically be sent to the District for consideration of renewal (if not terminated sooner in accordance with the termination provisions provided herein) for an additional term under the same terms and conditions. Agreements subject to California Education Code Section 17596 shall not exceed five (5) years in total.

BY CHECKING THE FOLLOWING BOX, LEARNING SITE MAY ELECT TO PROVIDE ADVANCE NOTICE OF TERMINATION. ACCORDINGLY, UPON COMPLETION OF THE INITIAL TERM THIS AGREEMENT WILL NOT AUTOMATICALLY RENEW

- B. Termination** - Either Party may terminate this agreement with thirty (30) days advance written notice. If either Party terminates prior to the completion of an academic semester, all students enrolled at the time of notification must be allowed to continue their placement until the conclusion of the current academic semester.
- C. Relationship of Parties** – Learning Site (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- D. Indemnification**
1. University shall defend, indemnify and hold Learning Site, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
 2. Learning Site shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Site, its officers, agents, or employees.
- E. Insurance**
1. Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. If Learning Site offers medical or professional services, Learning Site shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain Workers' compensation insurance as required by law. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
 2. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
 3. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.
 4. Notwithstanding anything to the contrary in Subsection E.1, Learning Site may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance in all material respects complies with the requirements set forth herein.
 - a. If self-insured Learning Site, upon request, shall furnish University with a Certificate of Self-Insurance Coverage or other suitable document indicating that the self-funded retention levels maintained for each liability program meet or exceed the minimum insurance limits required under this agreement.
 5. The General Liability coverage referred to hereunder by each Party shall include the respective Party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, their officers, agents and/or employees.
 6. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate under either the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), or the Student Professional Liability Insurance Program (SPLIP)

- a. Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.
 - b. Student Professional Liability Insurance Program (SPLIP) provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.
- F. Status of Students** - Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the University or Learning Site, except when explicitly approved by the specific program. Students do not displace regular employees.
- G. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- H. Health Testing** – If Learning Site requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to Learning Site.
- I. Background Check/Finger-Printing** - If Learning Site requires University's students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Learning Site.
- J. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.
- K. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- L. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Learning Site.
- N. Confidentiality of Medical Records (HIPAA)** – [*Applicable to clinical/medical placements only*] All of Learning Site's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Learning Site. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), students shall be considered to be members of Learning Site's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.
- In the course of Clinical Training at Learning Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Learning Site's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Learning Site's HIPAA Privacy and Security policies and procedures.
- The Parties agree that University is not a "business associate" of Learning Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Learning Site. There will be no exchange of individually identifiable protected health information between University and Learning Site.
- O. Locations** – If Learning Site operates more than one location capable of accepting student interns, and unless otherwise prohibited by policy or law, all locations under Learning Site's management or control will be covered by the terms of this Agreement. As such, the terms of this agreement shall flow down to any agency, department, etc. under the jurisdiction of the executing body without execution of a separate agreement.
- P. Accrediting Body Essentials:** Both parties hereby agree to adhere to the essentials as set forth by appropriate accrediting bodies Accrediting bodies include, but are not limited to, the Commission on Teacher Credentialing (CTC) and the Council for Accreditation of Counseling and Related Programs (CACREP).
- Q. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.

- R. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- S. Notices** – Any notices required by this Agreement will be deemed to have been duly given if sent by overnight delivery or by certified mail with return receipt requested to the correct addresses. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be: Learning Site name or CSUSB].
- T. Program Contacts (Optional)** – The below listed program contacts (if any) may have administrative oversight of educational programs related to this agreement. These individuals should be contacted for program administrative matters only. All contractual matters must be communicated, in writing, to the authorized signatories.

California State University, San Bernardino:**Learning Site:**Catherine Provencio*(University Program Contact) Name*Christine Feher*(Learning Site Contact)*Administrative Analyst-Specialist*Title*Executive Director/Superintenden*Title*coedeansoffice@csusb.edu*Email*cfeher@cal-pacs.org*Email*(909) 537-5600*Phone*(855) 225-7227*Phone*

- U. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- V. Changes** – This agreement may only be modified through execution of a written amendment.
- W. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized parties as of the date last written below.

Trustees of the California State University:**Learning Site:**University Authorized SignatureDateLearning Site Authorized SignatureDateAngelica Jara*Name*Christine Feher*Name*Lead Procurement & Contract Specialist*Title*Executive Director/Superintendent*Title*contracts@csusb.edu*Email*cfeher@cal-pacs.org*Email*



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Contract# _____

STUDENT TEACHING AGREEMENT
AGREEMENT TERM: 2023-2026

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

PARTIES: Trustees of the California State University
California State University, Dominguez Hills
Procurement and Contracts
1000 E. Victoria Street, Carson, CA 90747
(310)243-3799

California Pacific Charter Schools

California Pacific Charter Schools

940 S Coast Dr Ste 185

Costa Mesa, CA 92626

(855) 225-7227

TERM: June 1, 2023 - June 30, 2026 This agreement may be terminated by either party upon 30 day advanced written notice, provided current students in the teaching training program will be allowed to complete their training requirements until said terminated semester.

The SERVICES to be provided by District to State shall not exceed the Semester Units of Practice Teaching nor the Quarter Units of Practice Teaching, as set forth on the Master Teacher Date Sheet(s).

The State shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit, not to exceed the total payment as set forth on the Master Teacher Data Sheet(s).

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the district not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon. State University shall confirm that students have completed and passed the TB test and fingerprinting check before starting services.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the district.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid

life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the school or classes in which the practice teaching is provided.

2. The State will pay the district for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, it is a daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may practice teaching in such school or classes.

Documentation is required to show the student by the State University has received both tuberculosis (TB) and fingerprint clearance before practice teaching.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or the other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment for assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University Accounts Payable Department for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching and amount no less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of the agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the special Provisions.

6. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any State University students while under the performance of this agreement.

7. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII..

STATE OF CALIFORNIA
Trustees of the California State University DOMINGUEZ HILLS

By _____
Designee
Procurement, Contracts, Logistical & Support Services
1000 E. Victoria Street Carson, CA 90747 310-243-3799

California Pacific Charter Schools

By _____
Name (Please Print): Christine Feher
Title: Superintendent

SI: _____

=====

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

May 9th _____, **2023** _____.
(Month/day)

"It was moved, seconded and carried that the attached contract the Trustees of the California State University, whereby the University may assign students to the schools in the school District for practice teaching, be approved; and the _____ California Pacific Charter Schools _____ **is hereby authorized to execute the same."**

District _____ California Pacific Charter Schools _____
County _____

By SIGNATURE: _____
PRINT NAME: Tanya Rogers _____

Clerk, Secretary or Governing Board of the School District

Coversheet

Approval of 457(b) Plan Revisions

Section: XII. Personnel Services
Item: C. Approval of 457(b) Plan Revisions
Purpose: Vote
Submitted by:
Related Material: BUS 457b Plan Update.pdf
Cal-Pacs 457(b) Basic Plan Document-Add Match.pdf
Cal-Pacs 457(b) Adoption Agreement-Add Match.pdf
Cal-Pacs 457(b) CARES Act Amendment-Add Match.pdf
Cal-Pacs 457(b) SECURE Act Amendment-Add Match.pdf

CALIFORNIA PACIFIC CHARTER SCHOOLS

Agenda Item:

Date: May 9, 2023

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of 457(b) Plan Revisions

Background:

In order to support greater staff retention and maintain a competitive compensation plan, staff reviewed all components of wages and benefits afforded to classified employees. It was determined that the retirement benefit option offered to classified employees was lacking when compared to the certificated staff and within the education industry. Staff met with representatives from SDCOE Fringe Benefits Consortium and the third party plan administrator, Schools First, to analyze options for enhancements of the current 457(b) plan.

Presently, CalPac offers all staff the option to enroll in a 403(b) and/or a 457(b) plan. Classified staff working at least 60% FTE are eligible to receive an employer matching contribution up to 5% of the employee’s annualized wages if the employee enrolls in and contributes to the 457(b) plan. HR has coordinated multiple retirement planning workshops for staff to learn about retirement options available to them through CalPac.

It is the intention of the administration to recommend a competitive retirement option for classified staff that is conservative, sustainable long-term, and demonstrates support and value for staff in their retirement planning. Staff recommends the Board approve the following changes.

1. It is recommended that all classified employees working 60% FTE or greater be enrolled in the 457(b) plan to ensure a path towards retirement. This aligns with the current benefit eligibility threshold.
2. It is recommended that CalPac contribute a guaranteed 3% employer contribution for all eligible classified employees.
3. It is further recommended that CalPac continue to provide the matching employer contribution up to 5% of the employee’s annual salary.

CalPac staff will continue to receive enrollment and retirement planning support through SDCOE Fringe Benefits Consortium, Empower, and Schools First at no cost to the employee.

It is recommended the Board of Directors adopt the new 457(b) plan as presented to take effect July 1, 2023.

Fiscal Impact: \$100,812.78

(Allocation split may vary dependent on actual enrollment)

California Pacific Charter School-San Diego (Warner #1758): \$ 31,564.48

California Pacific Charter School-LA (Acton-Agua Dulce #1751): \$ 49,549.48

California Pacific Charter School-Sonoma (Guerneville #2037): \$ 19,698.82

SCHOOLSFIRST PLAN ADMINISTRATION GOVERNMENTAL 457(B) DEFERRED COMPENSATION PLAN

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1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.05 "**Compensation**"

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) W-2 Wages. W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the

nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages (income tax wage withholding). Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)). Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) Deferred compensation/SEP/SIMPLE. Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) Option exercise. Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) Sale of option stock. Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) Other amounts that receive special tax benefits. Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) Other similar items. Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

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(4) Alternative (general) 415 Compensation. Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) Modification to Compensation. The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) Elective Contributions. Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have

been paid at that time without regard to Severance from Employment.

(1) Timing. Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) Regular pay. Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cash-outs. Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) Deferred compensation. As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) Salary continuation for disabled Participants. Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(3) Differential Wage Payments. An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 "**Deferral Contributions**" means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

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1.07 "**Deferred Compensation**" means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 "**Effective Date**" of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 "**Elective Deferrals**" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 "**Employee**" means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 "**Employer**" means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 "**Employer Contribution**" means Nonelective Contributions or Matching Contributions.

1.13 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

1.14 "**Excess Deferrals**" means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 "**Includible Compensation**" means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 "**Independent Contractor**" means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 "**Leased Employee**" means an Employee within the meaning of Code §414(n).

1.18 "**Matching Contribution**" means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 "**Nonelective Contribution**" means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 "**Normal Retirement Age**" means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 "**Participant**" is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 "**Plan**" means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 "**Plan Administrator**" is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 "**Plan Entry Date**" means the dates the Employer elects in Adoption Agreement.

1.25 "**Plan Year**" means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 "**Pre-Tax Elective Deferrals**" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 "**Rollover Contribution**" means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 "**Roth Elective Deferrals**" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

1.29 "**Salary Reduction Agreement**" means a written agreement between a Participant and the Employer, by which

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the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 "**Salary Reduction Contribution**" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 "**Service**" means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) Qualified Military Service. Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) "Continuous Service" as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) "Severance from Employment."

(1) Employee. An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) Independent Contractor. An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an

Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) Deemed Severance. Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 "**State**" means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 "**Substantial Risk of Forfeiture**" exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 "**Tax-Exempt Organization**" means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 "**Taxable Year**" means the calendar year or other taxable year of a Participant.

1.36 "**Transfer**" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 "**Trust**" means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 "**Trustee**" means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

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(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

ARTICLE III
DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall

establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(1) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

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(2) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) Police and Firefighters. In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(i)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 AGE 50 CATCH-UP CONTRIBUTION. An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 CONTRIBUTION ALLOCATION. The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) Fixed match. To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) Discretionary match. To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) Tiered match. If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier of Salary Reduction Contributions, in accordance with the tiered formula.

(d) Discretionary nonelective. The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) Fixed nonelective. The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) Other nonelective. The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 ALLOCATION CONDITIONS. The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 ROLLOVER CONTRIBUTIONS. If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another Governmental Eligible 457 Plan. The Plan Administrator for purposes of ordering any subsequent distribution from this Plan,

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may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in

Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code

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§402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a

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distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Employer Election. The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

(b) Eligibility for Distribution and Rollover. A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(1) Parties eligible to elect. For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(2) Distribution from partially Vested account. In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who

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has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

(c) Form and Source of Rollover.

(1) Direct Rollover. An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(2) Account source. A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

(3) Cash or in-kind. The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(4) No Rollover or Distribution Treatment. Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for

purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In Plan Roth Rollover Contribution.

(5) In-Plan Roth Rollover Contribution Account.

An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

**ARTICLE IV
TIME AND METHOD OF
PAYMENT OF BENEFITS**

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory

Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

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For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in

the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to

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election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

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(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan

Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in

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determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan

Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year, pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator

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determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan

Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance

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forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-

Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may

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elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. However, if a forfeiture allocation method is not selected in the adoption agreement, forfeitures are allocated as an Employer Contribution. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS. The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

**ARTICLE VI
PARTICIPANT ADMINISTRATIVE PROVISIONS**

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) Parents. The Participant's surviving parents, in equal shares; and if none to
- (d) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the

Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

**ARTICLE VII
MISCELLANEOUS**

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

ARTICLE VIII
TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

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investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

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demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

**ARTICLE IX
AMENDMENT, TERMINATION, TRANSFERS**

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

**ADOPTION AGREEMENT FOR
ELIGIBLE GOVERNMENTAL 457 PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: California Pacific Charter

Address: 940 South Coast Drive, Suite 185

Street

Costa Mesa California 92626

City

State

Zip

Telephone: 949.427.6526

Taxpayer Identification Number (TIN): 83-2637864

2. **PLAN NAME.**

Name: California Pacific Charter Governmental 457(b) Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]]

a. **December 31.**

b. **Plan Year:** ending: _____.

c. **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

a. **New Plan.**

b. **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. 12/01/2019 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

d. 07/01/2023 (enter month day, year)

Special Effective Dates: (optional)

e. **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

a. **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Eligible 457 Plan

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1. **Yes.** See Question 16.
2. **No.**

And will **Roth Elective Deferrals** be made?

3. **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]
4. **No.**

- c. **Nonelective Contributions.** See Question 17.

- d. **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. **No exclusions.** All Employees are eligible to participate.
b. **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):
1. **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
2. **Hourly-paid Employees.**
3. **Leased Employees.** The Plan excludes Leased Employees.
4. **Specify:** Student Employees

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. **Participate.** Permits Independent Contractors to participate in the Plan.
b. **Not Participate.** Does not permit Independent Contractors to participate in the Plan.
c. **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b., c. or d.):

- a. Wages, tips and other compensation on Form W-2.
b. Code §3401(a) wages (wages for withholding purposes).
c. 415 safe harbor compensation.
d. Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

- e. **No modifications.** The Plan makes no modifications to the definition.
f. **Modifications** (Choose one or more of 1. through 5.):
1. **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
2. **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.

Eligible 457 Plan

3. **Bonuses.** The Plan excludes bonuses.
4. **Overtime.** The Plan excludes overtime.
5. **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g. **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
 - h. **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):
- a. **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
 - b. **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):
 1. **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
 2. **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
 3. **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
 4. **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
 5. **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.
10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):
- a. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age of Normal Retirement Age under CALPERS or CALSTRS and can provide documentation of your NRA. [*Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.*]
 - b. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. [*Note: The age may not exceed age 70 1/2.*]

Special Provisions for Police or Fire Department Employees (*Choose c. and/or d. as applicable*):

- c. **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
 1. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
 2. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [*Note: The age may not exceed age 70 1/2.*]
- d. **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
 1. **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
 2. **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [*Note: The age may not exceed age 70 1/2.*]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

- a. **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

Eligible 457 Plan

- b. **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):
1. **Age.** Attainment of age _____.
 2. **Service.** Service requirement (*Choose one of a. or b.*):
 - a. **Year of Service.** One year of Continuous Service.
 - b. **Months of Service.** _____ month(s) of Continuous Service.
 3. **Specify:** _____.
12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):
- a. **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
 - b. **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
 - c. **Date of hire.** The Employee's employment commencement date with the Employer.
 - d. **Specify:** _____.
13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):
- a. **No limitations.**
 - b. **Limitations.** (*Choose one or more of 1., 2. or 3.*):
 1. **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (*specify dollar amount or percentage of Compensation*).
 2. **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (*specify dollar amount or percentage of Compensation*).
 3. **Specify:** _____.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

- c. **Permits.** Participants may make NRA catch-up contributions.
AND, Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
 1. will be taken into account in applying any matching contribution under the Plan.
 2. will not be taken into account in applying any matching contribution under the Plan.
- d. **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

- e. **Permits.** Participants may make age 50 catch-up contributions.
AND, Age 50 Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
 1. will be taken into account in applying any matching contribution under the Plan.
 2. will not be taken into account in applying any matching contribution under the Plan.
- f. **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a. **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:

- a. **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

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- b. **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
 - 1. **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
 - 2. **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
 - 3. **Describe Application of Automatic Deferrals:** _____.

c. **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows *(Choose one or more of a. through d.)*:

- a. **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First <u>5%</u>	<u>100</u> %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d. **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. **Plan Year.**
- f. **Plan Year quarter.**
- g. **Payroll period.**
- h. **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. **No allocation conditions.**
- n. **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
 - 1. **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

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2. **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. **Specify:** Classified employees working 60% FTE or greater are eligible for the matching employer contribution.
17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one)*:
- a. **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b. **Fixed - Pro Rata.** 3% of Compensation.
- c. **Other.** A Nonelective Contribution may be made as follows:

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. **No allocation conditions.**
- e. **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:
1. **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
2. **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. **Specify:** Classified employees working 60% FTE or greater are eligible for the non-elective employer contribution.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. **Specify:** At the discretion of the participant

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. **Lump sum.** A single payment.
- g. **Installments.** Multiple payments made as follows: _____.
- h. **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. **Annuity distribution option(s):** _____.
- j. **Specify:** Any method provided by the investment provider

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. **Specify:** _____.

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Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n. **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$_____ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Rollovers in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p. Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. **Immediate.** As soon as practical following the Participant's death.
- b. **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. **Describe:** _____.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
1. **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
2. **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
- a. **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
- b. **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
- c. **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$5,000.
3. **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
4. **Specify:** You may elect an in-service distribution once you attain age 59 1/2_____.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. **Apply.**
- b. **Do not apply.**
- c. **Specify:** _____.

Eligible 457 Plan

22. **ALLOCATION OF EARNINGS (5.07(B))**. The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. **Daily**. See Section 5.07(B)(4)(a).
- b. **Balance forward**. See Section 5.07(B)(4)(b).
- c. **Balance forward with adjustment**. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
- d. **Weighted average**. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
- e. **Directed Account method**. See Section 5.07(B)(4)(e).
- f. **Describe Earnings allocation method:** _____.

[*Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).*]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13)**. The Employer elects to (*Choose one of a. or b. and c. or d.*):

Continued Benefit Accruals.

- a. **Not apply the benefit accrual provisions of Section 3.13.**
- b. **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. **The Plan does NOT permit distributions for deemed severance of employment.**
- d. **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11)**. A Participant's Deferral Contributions are [*Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.*] (*Choose all that apply of a. through d.*):

- a. **100% Vested/No Risk of Forfeiture**. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
 - 1. **All Contributions**. (skip to 25.)
 - 2. **Only the following contributions**. (select all that apply):
 - a. **Salary Reduction Contributions**.
 - b. **Nonelective Contributions**.
 - c. **Matching Contributions**.
- b. **Forfeiture under Vesting Schedule**. Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (*Choose one or more of 1., 2. or 3.*):

- 1. **Salary Reduction Contributions**.
- 2. **Nonelective Contributions**.
- 3. **Matching Contributions**.
- 4. **Vesting Schedule**.

Years of Service	Vested Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Eligible 457 Plan

For vesting purposes, a "Year of Service" means:

5. _____.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):1. **Salary Reduction Contributions.**2. **Nonelective Contributions.**3. **Matching Contributions.****Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):4. The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.5. **Specify:** _____.**Additional Provisions** (Choose d. if applicable)d. **Specify:** _____.**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):e. **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):1. **Nonelective.** As an additional Nonelective Contribution.2. **Matching.** As an additional Matching Contribution.f. **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):1. **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.2. **Matching.** To reduce the Employer's fixed Matching Contribution.g. **Specify:** _____.25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):a. **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.b. **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):a. **Custodial account(s).**b. **Annuity contract(s).**c. **Specify:** _____.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):a. **No additional Valuation Dates.**b. **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):1. **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.2. **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. **Specified Valuation Dates:** _____.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

a. Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

Address and Telephone number (Choose one of 1. or 2.):

1. Use Employer address and telephone number.

2. Use address and telephone number below:

Address: _____
Street

City State Zip

Telephone: _____

b. Corporate Trustee

Name: _____

Address: _____
Street

City State Zip

Telephone: _____

AND, the Corporate Trustee shall serve as:

c. a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

d. a Discretionary Trustee over all Plan assets except for the following:

29. PLAN LOANS (5.02(A)). The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

a. **Does not permit.**

b. **Permitted pursuant to the Loan Policy.**

30. ROLLOVER CONTRIBUTIONS (3.09). The Rollover Contributions under Election 5.d. are made as follows:

Who may roll over (Choose one of a. or b.):

a. **Participants only.**

b. **Eligible Employees or Participants.**

Eligible 457 Plan

Sources/Types. The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c. **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (*Choose one of e., f. or g.*):

- e. **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. **Constant.** The Employer will withhold _____% of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

1. **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____ of Compensation.
2. **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. **Yes, allowed.**

Effective Date (enter date)

1. In-Plan Roth Rollover Effective Date: _____

33. **In-Plan Roth Rollover Transfers.**

- a. **Yes, allowed.**

Effective Date (enter date)

1. In-Plan Roth Rollover Transfers Effective Date: _____

Eligible 457 Plan

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: California Pacific Charter

By: _____

DATE SIGNED

AMENDMENT FOR CARES ACT

ARTICLE 1

PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan’s loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
 - A. The “**Act**” is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
 - B. A “**Qualified Individual**” means any individual (1) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention, (2) whose spouse or dependent (as defined in Code §152) is diagnosed with such virus or disease by such a test, or (3) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by Treasury or the Internal Revenue Service. Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual’s certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary.

ARTICLE 2

IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

- 2.1 **Reserved.**
- 2.2 **Employer identifying information.**
 - A. Name of Employer: California Pacific Charter School
 - B. Name of Plan: California Pacific Charter School 457(b) Plan
 - C. Type of Plan (check one)
 - (1) 401(k) Plan
 - (2) Profit-Sharing Plan (other than a 401(k) plan)
 - (3) Money Purchase Pension Plan
 - (4) Defined Benefit Plan (including a cash balance plan)
 - (5) 403(b) Plan

(6) 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

(a) **No.** The Plan will not provide any of these relief provisions.

(b) **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1) do not apply.

(c) **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*

(1) Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.

(2) Coronavirus-Related Distributions may be made only from the following accounts:

(3) The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$_____. *(Enter amount less than \$100,000.)*

(4) The following additional provisions apply to Coronavirus-Related Distributions: _____
(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)

(e) **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select one or both of (1), (2), or (3).)*

(1) The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$_____. *(Enter amount less than \$100,000.)*

(2) The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*

(3) The following additional provisions apply to the increased loan limit: _____
(Enter limitations or restrictions which are nondiscriminatory.)

(f) **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select (1).)*

(1) The following additional provisions apply to the loan repayment extension: _____
(Enter limitations or restrictions which are nondiscriminatory.)

2.4 **RMD waivers for 2020.** The provisions of Section 5.2 apply (RMDs are suspended unless a Participant or Beneficiary elects otherwise) unless the Employer elects otherwise below:

(a) The provisions of Section 5.3 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).

(b) RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).

(c) Other: _____

For purposes of Section 5.4, the Plan will also treat the following as eligible rollover distributions in 2020: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I):

(d) 2020 RMDs and Extended 2020 RMDs (both as defined in Section 5.5).

(e) 2020 RMDs (as defined in Section 5.5) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: 4/1/2020. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A “Coronavirus-Related Distribution” means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount specified in Section 2.3(d)(3)). The Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual’s vested account balance or the present value of the individual’s vested accrued benefit.

ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 23, 2020, by substituting “\$100,000” (or such lesser amount specified in Section 2.3(e)(1)) for “\$50,000,” and by substituting “100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan” for “one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan” (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the period from March 27, 2020 and ending December 31, 2020, the due date is extended for one year; (2) the Plan will adjust any subsequent repayments to reflect the extension of the due date under (1) and any interest accrued during the extension; and (3) the Plan will disregard the period of extension described in (1) in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(1), if any, will apply in connection with the extension described in this Section.

ARTICLE 5
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(a), (b), or (c). Notwithstanding the provisions of the Plan relating to RMDs, a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs, **will not receive** those distributions for 2020 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.
- 5.3 **Continuation of RMDs absent election.** This paragraph applies if Section 2.4(a) is selected. Notwithstanding the provisions of the Plan relating to RMDs, a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs, **will receive** those distributions for 2020 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.
- 5.4 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).
- 5.5 **Definitions.** “RMDs” means required minimum distributions described in Code §401(a)(9). “**2020 RMDs**” means required minimum distributions the Plan would have been required to distribute in 2020 but for the enactment of Code §401(a)(9)(I) (including RMDs relating to Participants with a required beginning date of April 1, 2020, which were not distributed in 2019). “**2020 Extended RMDs**” means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.
- 5.6 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * *

CARES Act Amendment for Employers v 1.0

This Amendment has been executed this _____ day of _____,
_____.

Name of Plan: California Pacific Charter School 457(b) Plan

Name of Employer: California Pacific Charter School

By: _____
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of California Pacific Charter School (the Employer) hereby certifies that the following resolution was duly adopted by Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the California Pacific Charter School 457(b) Plan for the CARES Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES

CALIFORNIA PACIFIC CHARTER GOVERNMENTAL 457(B) DEFERRED COMPENSATION PLAN

ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Employer's Plan. Each Article specifies the effective date of its provisions. Also see Section 1.5.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act ("CARES"). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments.
- 1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.
- (a) [] This amendment supersedes all prior inconsistent amendments of the Plan.

ARTICLE 2 INSTRUCTIONS; ELECTIONS

- 2.1 **Instructions.** Select 2.3a if all defaults are accepted. Select 2.3b and as applicable 2.4 - 2.10 if the Employer wishes to select other than the default for a particular provision.
- 2.2 **Reserved.**
- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 16. The following are the defaults and a summary of the Articles for which there are no elections.
- Article 3. Reserved.
 - Article 4. QBADs are not permitted.
 - Article 5. Distributions of RMDs will not begin before a Participant turns 72.
 - Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
 - Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
 - Article 8. Reserved.
 - Article 9. Reserved.
 - Article 10. The amendment does not modify the minimum age for in-service distributions.
 - Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.
 - Article 12. Updated RMD tables and 2022 transition.

- Article 13. Reserved.
- Article 14. Reserved.
- Article 15. Reserved.
- Article 16. Deemed IRA accounts are not subject to maximum age.

Check (a) or (b).

- (a) All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
- (b) One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

2.4 **Article 4 – Birth/Adoption Distributions.** In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b), (c), (d) or (e). *(Select all that apply.)*

- (a) Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
- (1) _____ *(Enter date after December 31, 2019.)*
- (b) QBADs may only be made from accounts in which the Participant is fully vested.
- (c) QBADs are not available if the Participant has severed employment.
- (d) Describe additional limitations: _____ *(must be definitely determinable and not subject to discretion)*
- (e) QBADs are available from the following Accounts: _____ *(must be definitely determinable and not subject to discretion)*

2.5 **Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

- (a) Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70 1/2), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below *(Optional: select either or both of (1) or (2))*:
- (1) Section 5.5 is effective for distributions after _____ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). *(Enter date on or after December 31, 2019.)*
- (2) Section 5.5 is repealed for distributions after _____ *(enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022), subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.*

2.6 **Article 6 – 10-Year Rule for Beneficiary RMDs.** RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan's provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

- (a) **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election *(Select one of (1) or (2))*:
- (1) **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (2) **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (b) **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (c) **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (d) **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31 of the _____ *(enter a number of years, not exceeding "tenth")* year following the year of the Participant's death.
- (e) **Other:** *(Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.)*

2.7 **Article 7 – CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

- (a) **No extension without request.** The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
- (b) **Not Apply.** Article 7 will NOT apply to this Plan.

2.8 **Article 8 – Reserved.**

2.9 **Article 9 – Reserved.**

2.10 **Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59 1/2, check (a). Check (b) to specify an age greater than 59 1/2. If Article 10 applies, it applies to all Accounts except as limited in Article 10.

- (a) Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) _____. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b) Age at which in-service distributions are permitted _____. (Enter age greater than 59 1/2.) This provision applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) _____. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)

ARTICLE 3 RESERVED

ARTICLE 4 BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 4.1 **Application.** This Article 4 will apply only if the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).
- 4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (d), (e), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(c) is selected. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.
- 4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:
- (a) A "**QBAD**" is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.
- (b) An "**Eligible Adoptee**" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.
- 4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 4.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 5 REQUIRED BEGINNING DATE – SECURE Act §114

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment,

permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70 1/2.

5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:

- (a) A Participant is an "**Affected Participant**" if the Participant was born after June 30, 1949.
- (b) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
- (c) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

5.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

ARTICLE 6 BENEFICIARY RMDs – SECURE Act §401

6.1 **Application.** This Article 6 will apply to all plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).

6.2 **Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.

6.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:

- (a) **No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
- (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
- (c) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.
- (d) **10-Year Rule.** If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.

6.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.

6.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

6.6 **Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.

- 6.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:
- (a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
 - (b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.
 - (c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.
 - (d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).
 - (e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.
 - (f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.
 - (g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
 - (h) The "**10-Year Rule**" is described in Section 6.3(d).
 - (i) **Shorter period.** Section 2.6(e) may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.
 - (j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

**ARTICLE 7
EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203**

- 7.1 **Application.** This Article 7 does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.
- 7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
- (a) "**RMDs**" means required minimum distributions described in Code §401(a)(9).
 - (b) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
 - (c) "**Applicable Participant Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

**ARTICLE 8
RESERVED**

**ARTICLE 9
RESERVED**

**ARTICLE 10
IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104**

- 10.1 **Application.** This Article 10 will apply if the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).
- 10.2 **Distribution at 59 1/2.** A Participant can take an in-service distribution at age 59 1/2, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant's accrued benefit or account and will be

subject to all Plan provisions related to in-service distributions. The Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59 1/2 (or such later age).

- 10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

**ARTICLE 11
DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109**

- 11.1 **Application.** This Article 11 is effective for Plan Years beginning after December 31, 2019.
- 11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes the request, the Plan will make a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.
- 11.3 **Definitions.** The terms "**Lifetime Income Investment**," "**Qualified Distribution**" and "**Qualified Plan Distribution Annuity Contract**" have the meanings set forth in Code §401(a)(38)(B). A "**Discontinued Lifetime Income Investment**" is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

**ARTICLE 12
UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9**

- 12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

**ARTICLE 13
RESERVED**

**ARTICLE 14
RESERVED**

**ARTICLE 15
RESERVED**

**ARTICLE 16
REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107**

- 16.1 **Application.** This Article 16 will apply only if the Plan permits deemed IRA contributions (sometimes called "designated IRA" contributions) described in Code §408(q). It is effective January 1, 2020.
- 16.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70 1/2 or any other age.

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: California Pacific Charter Governmental 457(b) Deferred Compensation Plan

Name of Employer: California Pacific Charter

By: _____
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of California Pacific Charter (the Employer) hereby certifies that the following resolution was duly adopted by Employer on the date specified below, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to Implement SECURE Act and Other Law Changes to the California Pacific Charter Governmental 457(b) Deferred Compensation Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

CALIFORNIA PACIFIC CHARTER GOVERNMENTAL 457(B) DEFERRED COMPENSATION PLAN

SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS – SECURE ACT

I INTRODUCTION

This is a Summary of Material Modifications regarding the California Pacific Charter Governmental 457(b) Deferred Compensation Plan ("Plan"). This is merely a summary of important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II SUMMARY OF CHANGES

Qualified Birth or Adoption Distribution. Effective January 1, 2020, you may request a distribution of up to \$5,000 per child as a Qualified Birth or Adoption Distribution (QBAD), provided certain conditions are met. A QBAD must be made during the 1-year period beginning on the date your child is born or the date you adopt someone who is not your child or your spouse's child and who is under age 18 or is physically or mentally incapable of caring for themselves. You can later recontribute this distribution to an IRA or, in some situations, to this Plan. If you have separated from service, you cannot request a QBAD. A QBAD may be made from the vested portion of all accounts.

Required Minimum Distributions. The law requires that retirement plans distribute funds at least as rapidly as specified in the required minimum distribution (RMD) rules. The Plan has been amended to conform to recent changes in those rules. Effective after December 31, 2021, the law now requires complete distributions to some beneficiaries of deceased participants within 10 years after death. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Distributions must generally begin by April 1 of the calendar year following the year you turn age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or, in some cases, when you retire, if later. For more information, see IRS Publication 590-B.

In-Service Distributions. Beginning on the first day of the first plan year after December 31, 2019 a Participant can take an in-service distribution from the Plan at age 59 1/2. The amount of the distribution will be limited to the Participant's vested accrued benefit or account balance. It will be subject to all restrictions, procedures, and plan provisions which otherwise apply to such in-service distributions.

Coversheet

Approval of 2023-2024 Strategic Staffing Plan

Section: XII. Personnel Services
Item: D. Approval of 2023-2024 Strategic Staffing Plan
Purpose: Vote
Submitted by:
Related Material: BUS CPCS 2023-2024 Strategic Staffing Plan.docx.pdf
Strategic Staff Planning 2023-2024.pptx.pdf

CALIFORNIA PACIFIC CHARTER SCHOOLS

Agenda Item:

Date: May 9, 2023

	Correspondence/Proposals/Reports
	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of 2023-2024 Strategic Staffing Plan

Background:

Staff have prepared the 2023-2024 Strategic Staffing Plan for review and approval. The plan includes all recommended staff, positions, job descriptions, and salary schedules for the upcoming school year.

I. STAFFING/POSITIONS

The staffing report includes individuals recommended for continued employment as well as pertinent position, salary, and benefit information for certificated, classified, and management employees. It is recommended the Board approve the employees as presented on the staffing report and direct staff to issue employment agreements for the 2023-2024 school year.

II. NEW POSITIONS

In anticipation of growth, the staffing plan includes the following new positions.

- 1 - Education Specialist (Mild/Mod)
- 1 - Speech and Language Pathologist
- 2 - School Psychologist Intern
- 1 - Guidance Technician
- 1 - Admissions Assistant
- 1 - Tutor
- 2 - Special Education Instructional Assistant

It is recommended the Board approve the allocation of funds to create new positions as presented in order to provide support to the school in growth areas.

III. JOB DESCRIPTIONS

The revised job descriptions have been updated to remove antiquated wording, reflect the current duties of the position, and align the minimum qualifications, knowledge and abilities to the specified duties. Job descriptions are provided to employees as part of their employment agreement documents. Job descriptions no longer in use are recommended for archival.

It is recommended the Board approve the job descriptions as presented in the staffing plan.

IV. BENEFITS

Retirement

All employees will continue to have the option to contribute to a 403(b) or 457(b) retirement plan. Classified staff in assignments of at least 60% FTE or greater will be eligible for a matching annual employer contribution to the 457(b) plan not to exceed 5% of the employee’s annual wages. Additionally, eligible classified staff will receive a guaranteed 3% employer contribution beginning in the 2023-2024 school year. The fiscal impact assumes all eligible staff will participate in the employer’s matching retirement option. The budget will be revised to reflect actual participation.

Certificated staff at CalPac will be enrolled in CalSTRS for retirement contributions with an employer matching contribution of 19.1% beginning July 1, 2023. This rate is subject to final approval by the CalSTRS State Board.

Employee Benefits

Employees will continue to have access to group medical, dental, vision, and life insurance plans. The fiscal impact of the staffing plan assumes all eligible staff will participate in the employer’s benefit plan. The budget will be revised following open enrollment to reflect actual participation.

Employer Benefit Contribution Chart					
2023-2024 Fiscal Year					
Tier Level	Exempt (FTE)	Non-Exempt (Hours per Week)	<i>Eligible employees will have the option to choose to enroll in benefits or elect a cash in lieu stipend with proof of acceptable alternative coverage.</i>		
			Tiered Benefit Contribution (for Medical, Dental, and/or Vision)	Annual Benefit Contribution	Cash In Lieu of Benefits
Tier 2	80%	32+	\$1,300/month	\$15,600.00	\$200/month
Tier 1	60% - 79%	24-31	\$780/month	\$9,360.00	\$100/month
Not Eligible	Less than 60%	Less than 24 hours	not eligible	not eligible	not eligible

It is recommended the Board approve the employee benefits plans including retirement, medical, dental, vision, and life.

V. SALARY SCHEDULES

Salary schedules for administration, certificated, certificated specialists, and classified personnel have been prepared using external comparisons and internal alignment. Salary schedules are produced and published for the purpose of recruitment, communication to staff, and verification of compensation for charter school authorizers and the public.

Step advances are considered for employees who remain in paid status for 75% of the work year calendar or more. Consideration for eligibility is also based upon the school’s budget solvency, successful employee performance, and other relevant factors.

Certificated and Substitute Teacher

The salary schedule has been renumbered to start with step 1. Step increases as stated on the staffing plan reflect an adjustment to the step to align with the new numbering. The maximum entry step placement for newly hired teachers is step 7, which is based on 6 years of related teaching experience. The Superintendent is given delegated authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions.

The certificated substitute salary schedule will continue to align with step 1 of the certificated schedule as presented.

Certificated Specialist

The schedules are presented for renewal.

Classified Plan and Salary Schedule

The plan was updated to remove classifications no longer in use and include new classified positions that were allocated to the schedule based on external and internal alignment.

Administrative

The certificated and classified administrative schedules are presented for renewal.

STIPENDS

Board Preparation Stipend

The Board Planning Stipend is provided to the Executive Assistant for support to management and members of the Board in the facility set up, meeting logistics, and assistance of attendees and the community related to the board meetings. Factors that contribute to this stipend include mileage, additional time provided by the employee, and acting as a resource to the board on parliamentary procedures and the Brown Act. It is recommended the stipend be increased from \$50 to \$100/month.

Education Stipend

The school recognizes the value that advanced degrees provide employees in performing their duties and supporting the School’s mission. It is recommended that the School continue to recognize the educational achievement of staff by offering an annual educational stipend. To be eligible, staff must be employed in a position of 60% FTE or greater and provide transcripts confirming the degree.

Classified: BA/BS \$500 and MA/MS \$1,500 (not to exceed \$1,500/year)

Certificated: MA/MS \$1,500 and Doctorate \$3,000 (not to exceed \$3,000/year)

Certificated Specialist: Doctorate \$3,000/year

Administrative: Doctorate \$3,000/year

Staff Additional Assignments

Additional Assignment	Compensation Rate
Department Chair	\$4,000/year

EL Teacher Support Stipend	\$4,000/year
Lead Counselor	\$4,000/year
Ninth Grade Intervention Teacher	\$2,000/year
Professional Learning Coordinator	\$2,500/year
Instructional Coach	\$600/year/ per mentee
Community Engagement	\$250 per event
Curriculum Development	Paid at the employee's hourly rate
Summer School	Paid at the employee's hourly rate as of July 1 of the summer session
Summer Master Agreements	Paid at the employee's hourly rate
Student Assessments	Paid at the employee's hourly rate

Professional Development Compensation

Staff will be compensated at a flat hourly rate using step 5 of the certificated salary schedule for their attendance at management directed staff development or training days outside of their regular work year calendar. The school will also reimburse each employee up to \$200/year for participation in approved professional development.

It is recommended the Board approve the salary schedules and additional compensation as presented.

Fiscal Impact:

It is recommended the Board approve the comprehensive strategic staffing plan as presented for the 2023-2024 fiscal year.

STAFFING	
Employee Group	Total Compensation
Administration	\$1,478,453.38
Certificated Specialist	\$692,452.85
Certificated	\$4,403,622.64
Classified	\$1,345,326.25
Total Staffing	\$7,919,855.11
NEW POSITIONS	
Certificated	\$ 325,292.67
Classified	\$ 207,269.26

Total New Positions	\$ 532,561.92
EMPLOYEE BENEFITS	
Projected ER Benefits Contributions	\$ 955,200.00
QLE Reserve 3%	\$ 39,600.00
Projected ER Retirement Contributions	\$ 1,058,929.89
Total Benefits	\$ 2,053,729.89
EMPLOYEE PROFESSIONAL DEVELOPMENT	
Education Stipends	\$ 66,000.00
Total Professional Development	\$ 66,000.00
TOTAL COST	\$ 9,513,217.03



California Pacific Charter Schools

STRATEGIC STAFFING PLAN

2023-2024



PLAN OVERVIEW

- Staffing & Positions
- Job Descriptions
- Employee Benefits
- Salary Schedules
- Summary



STAFFING & POSITIONS

STAFFING

- Accounting Manager
- Admissions Specialist
- AD Compliance and Accountability
- AD Fiscal Services
- AD Human Resources
- AD High School Student Engagement
- AD Special Education
- AD TK-8
- Communications and Community Specialist
- Computer Support Technician
- Director of School Operations
- Education Specialist - 8
- Executive Assistant
- Guidance Technician
- Guidance, Admissions, and Records Coordinator
- Lead Tutor
- Occupational Therapist
- Online Teacher - 38
- Payroll and Benefits Technician
- Registrar and Data Analyst
- School Counselor - 3
- School Psychologist
- School Social Worker
- Special Education Data and Compliance Specialist
- Special Education Instructional Assistant - 9
- Special Education Program Specialist
- Speech and Language Pathologist - 2
- Speech and Language Pathology Assistant - 2
- Student Services Support Specialist
- Substitute Teacher - 3
- Superintendent
- TK-8 Intervention Teacher - 2
- Tutor - 9



STAFFING & POSITIONS

NEW POSITIONS

1

Tutor

1

Guidance
Technician

1

Admissions
Assistant

1

Speech and
Language
Pathologist

1

Education
Specialist

2

School
Psychologist
Intern

2

Special Education Instructional Assistant



JOB DESCRIPTIONS

NEW

- Admissions Assistant

REVISED

- Admissions Specialist
- Communications and Community Specialist
- Guidance Technician
- Registrar and Data Analyst

INACTIVE

- Independent Home Study Teacher
- Administrative Assistant
- Education Engagement Facilitator
- Guidance and Intake Manager
- Office Clerk
- Staff Accountant



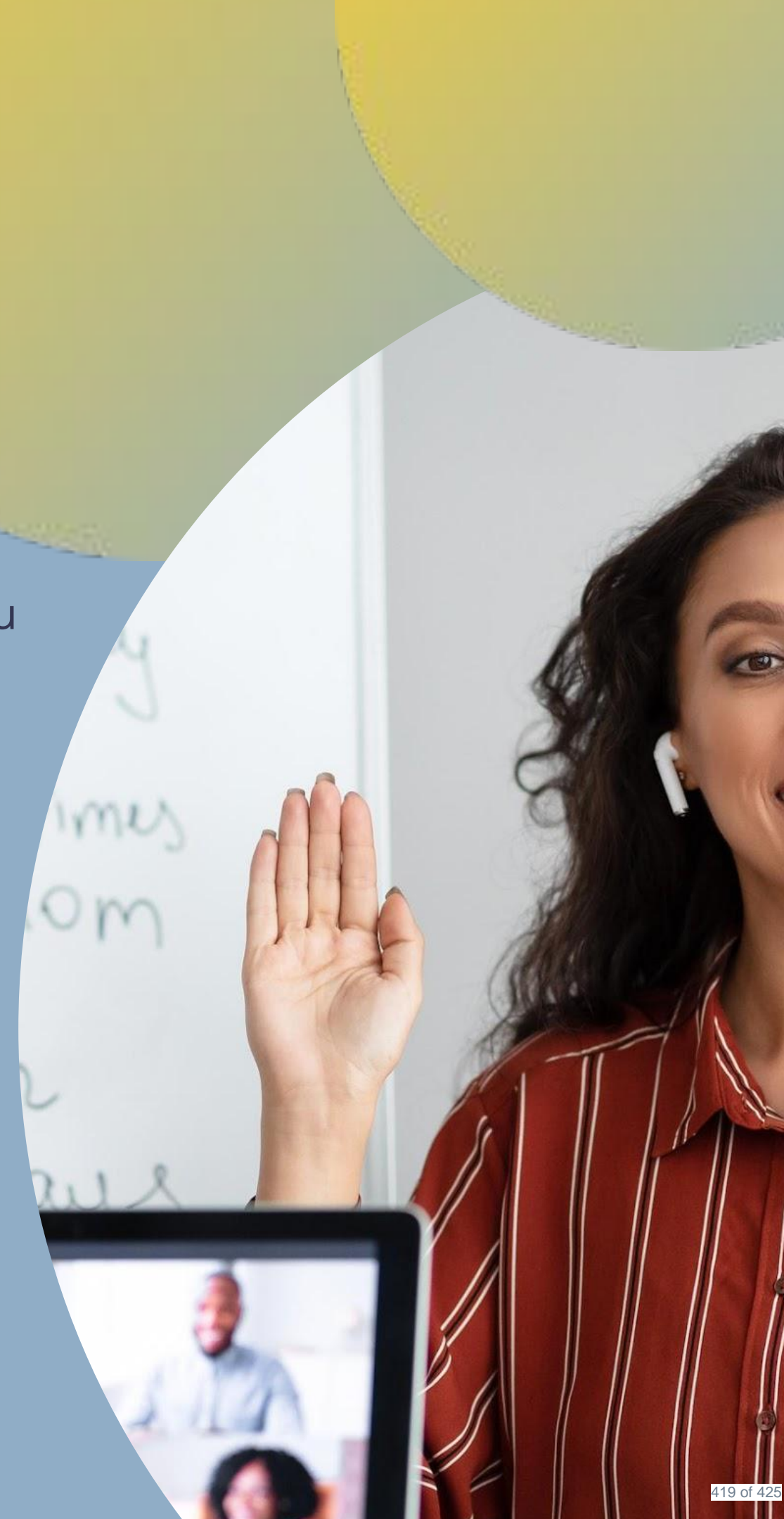
EMPLOYEE BENEFITS

HEALTH BENEFITS

- Medical, dental, vision, and life
 - Tier II 80% - 100% FTE; \$1,300/month or \$200/month cash in lieu
 - Tier I 60% - 79% FTE; \$780/month or \$100/month cash in lieu
- Voluntary Supplemental Life policy
- Health Care Flexible Spending Account / Dependent Care Flexible Spending Account plans
- COBRA

RETIREMENT

- Retirement Plan 457(b); guaranteed ER contribution of 3%, ER matching contribution up to 5% for eligible EEs
- STRS Employer Contribution 19.1%





SALARY SCHEDULES



- ➔ Classified Plan and Salary Schedule
- ➔ Certificated and Substitute Teacher
- ➔ Certificated Specialist
- ➔ Certificated Administrative
- ➔ Classified Administrative



SALARY SCHEDULES

STIPENDS/ADDITIONAL ASSIGNMENTS

- Board Preparation Stipend
- Education Stipend
- Professional Development Reimbursement
- Administrative Professional Development
- Teacher Preparation Program
- Department Chair
- EL Teacher Support Stipend
- Lead Counselor
- Ninth Grade Intervention Teacher
- Professional Learning Coordinator
- Instructional Coach
- Community Engagement
- Additional Assignments at EE rate of pay



SUMMARY



TOTAL COMPENSATION

\$7,919,855.11



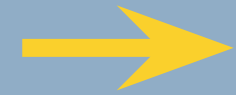
NEW POSITIONS

\$532,561.92



BENEFITS

\$994,800

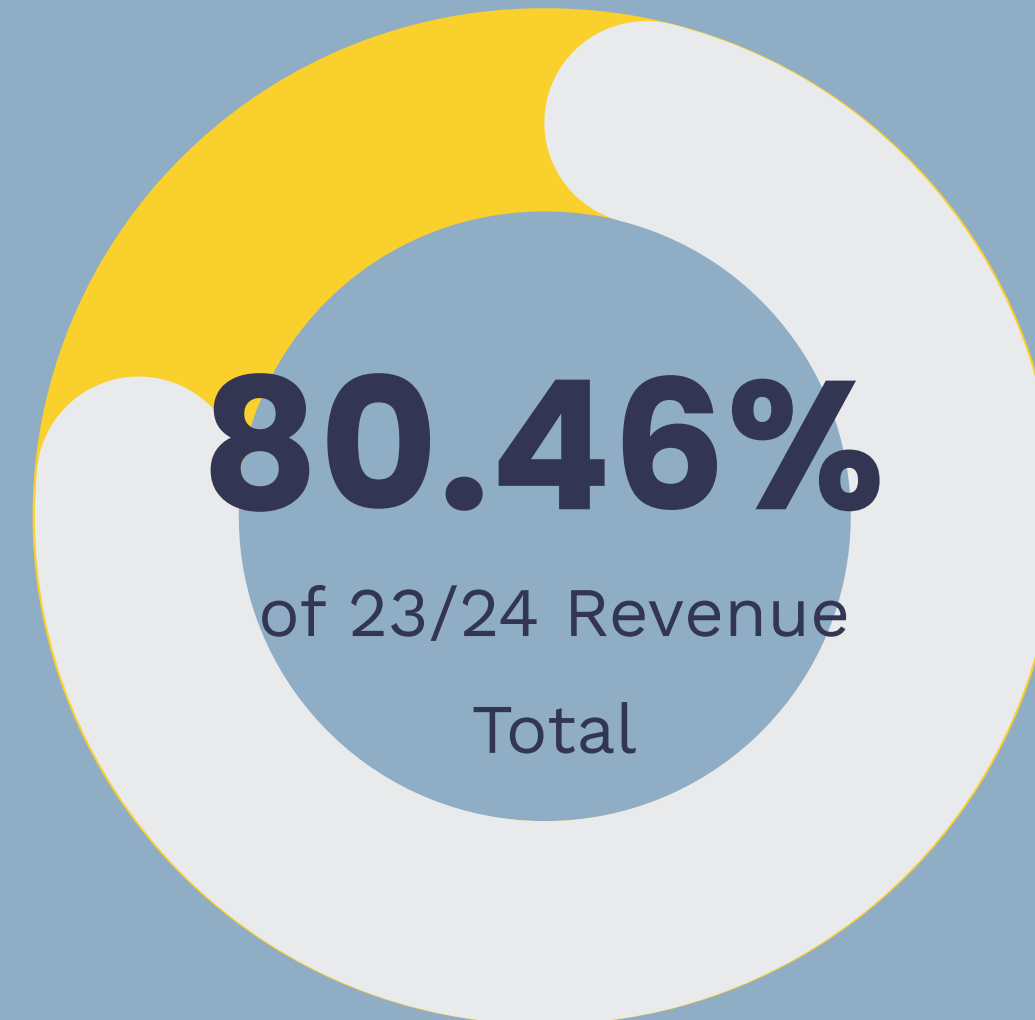


PROFESSIONAL DEVELOPMENT

\$66,000

TOTAL FISCAL IMPACT

\$9,513,217.03



THANK YOU



Coversheet

Approval of New Board Policy

Section: XIII. Policy Development
Item: A. Approval of New Board Policy
Purpose: Vote
Submitted by: Shannon Green
Related Material: CPCS - 3140 Uncollectible Debt Policy.pdf

BACKGROUND:

Although all reasonable effort is made to collect any and all amounts owed to any of the three schools, California Pacific Charter School management also recognizes that some amounts may ultimately prove to be uncollectible. This policy was developed to provide guidance for the collection of outstanding debts, including the criteria for declaring a debt uncollectible and the authority to declare a debt uncollectible.

RECOMMENDATION:

It is recommended the Board approve the new board policies as presented.

UNCOLLECTIBLE DEBT POLICY**UNCOLLECTIBLE DEBT POLICY**

This policy provides guidance for the collection of outstanding debts. While making every effort to collect all outstanding debts, including those of former employees, California Pacific Charter Schools (“School”) recognizes that declaring a debt uncollectible may be the most fiscally prudent option to preserve and efficiently allocate the staff and resources of the School.

Criteria for Declaring Debt Uncollectible

Once reasonable internal collection efforts prove unsuccessful a debt will be deemed uncollectible when the surrounding facts and circumstances indicate that there is no reasonable expectation that the debt will be repaid. The criteria for determining whether a debt is uncollectible shall include:

- The lack of financial means of the debtor to repay the outstanding debt;
- The amount of the outstanding debt;
- The inability to locate debtor; and
- Whether the cost of the debt collection efforts exceeds the amount of the outstanding debt.

Authority to Declare Debt Uncollectible

Based on the consideration of this criteria, the Superintendent or designee shall have the authority to declare the debt uncollectible for amounts under two hundred dollars (\$200). A debt exceeding this threshold may be declared uncollectible only by action of the Board of Directors.

Debts that have been deemed uncollectible shall be properly recorded in the general ledger. The Board of Directors has determined that a debt deemed uncollectible pursuant to the terms of this policy shall not be a gift of public funds.