



CABRILLO POINT ACADEMY

13915 Danielson St., #200, Poway, California 92064
Phone (619) 404-3190 * Fax (619) 749-1792

Regularly Scheduled Board Meeting

Cabrillo Point Academy

3152 Red Hill Ave. #150

Costa Mesa, CA 92626

January 24, 2023 – 1:00pm

Through Teleconference

Join Zoom Meeting

<https://cabrillopointheademy-org.zoom.us/j/87304925808?pwd=UGpVb0FnaWlmam80aWFKV2FNcnhEZz09>

Meeting ID: 873 0492 5808

Dial by your location

+1 213 338 8477 US (Los Angeles)

Find your local number:

<https://cabrillopointheademy-org.zoom.us/j/87304925808?pwd=UGpVb0FnaWlmam80aWFKV2FNcnhEZz09>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
5. Executive Director's Report
6. Discussion and Potential Action on the 2021-2022 School Accountability Report Card
7. Discussion and Potential Action on the December Financials with November Check Register
8. Discussion and Potential Action on Resolution #2023-02 Regarding Employee Retention Stipends for 2023-2024
9. Discussion and Potential Action on Resolution #2022-05 Regarding Employee Retention Stipends for 2022-2023

10. Discussion and Potential Action on a Lease Agreement for Administrative Office

11. Consent Agenda

The following items are considered by the Executive Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. Regular Board Meeting Minutes from December 6, 2022
- b. Comprehensive School Safety Plan
- c. 2022-2023 Compensation Policy: Salary Schedules and Stipend Chart
- d. 2023-2024 School Calendar
- e. Invoices over \$100,000

12. Discussion and Potential Action on Board Recruitment

13. Discussion and Potential Action on the 2022-2023 Board Meeting Calendar

14. Future Agenda Items

15. Announcement of Next Regular Scheduled Board Meeting

16. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items either in person or through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Any person on Zoom wishing to speak please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (619) 782-6464 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



**Resolution of Cabrillo Point Academy Board of Directors
2023-01**

**Continuing School Board Authority to Hold Virtual Meetings
Pursuant to AB 361**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of

emergency. (B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Board of Directors of Cabrillo Point Academy finds that the Governor's March 4, 2020, declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Board of Directors of Cabrillo Point Academy finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of variants of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of contagious individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of board members, staff, and the public.

PASSED AND ADOPTED by the following vote of the Board of Directors of Cabrillo Point Academy, County of Orange, State of California on January 24, 2023.

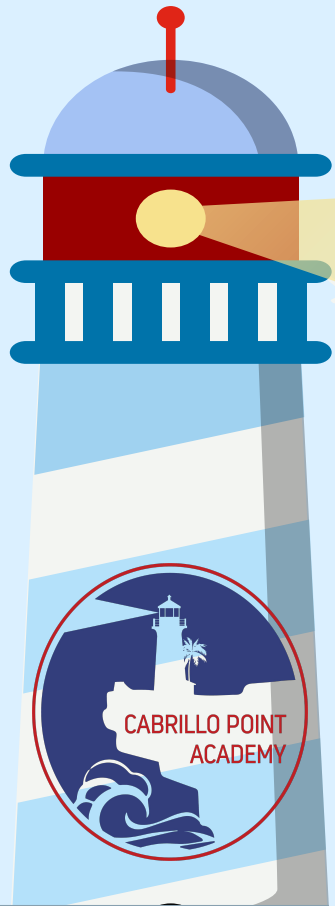
AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENCES: _____

President, Board of Directors



Cabrillo Point Academy

Board Meeting
January 24, 2023

Welcome Aboard - New Hires

- Zoe Johnson - SPED Job Coach (part time)



EL Reclassification Celebration



- Student passed the ELPAC exam that requires students to read, write, speak and listen proficiently in English
- Meets academic standards in the coursework
- Meets expectations on other academic assessments
- The teacher recommends the student for reclassification
- The parent agrees that the student is ready to be reclassified

Testing Update

- Testing window: April 3 - 28
- In person and make ups: May 1 - May 5

How are we preparing for testing?

- Teachers are beginning to work with families to schedule testing sessions
- Test Tip Tuesdays
- In person test practice sessions
- Virtual test prep sessions
- Tutorial to use the test practice portal
- Parent POD session
- Parents on Course Presentation
- Overcoming test anxiety meetings
- HST are adding Designated Supports for GE students

Physical Fitness Test

The Physical Fitness Test (PFT) is a comprehensive battery of health-related physical fitness tests for students in California. The test has five parts that show a level of fitness that offer a degree of defense against diseases that are caused by inactivity. It is administered to students in 5th, 7th and 9th grade.

- The PFT window opens February 1st.
- We are hosting 12 in person locations throughout Orange, Riverside and San Diego Counties.
- HSTs are also offering 1:1 in person testing for families who prefer
- Students participate in a mile run, push ups, shoulder stretch, trunk lift, and curl ups



Parent Engagement



Parents on Course presents

FAFSA (FINANCIAL AID) COMPLETION WORKSHOP FOR SPRING 2023 GRADUATES.

**JOIN OUR HIGH SCHOOL COUNSELORS TO
LEARN HOW TO COMPLETE THE FAFSA FORM
SO THAT COLLEGE BOUND STUDENTS CAN
RECEIVE FINANCIAL AID.**

**JANUARY 24TH AT 10:00 AM, 5:00 PM
AND 6:00PM IN SPANISH**



Parents on Course presenta

FAFSA (AYUDA FINANCIERA) TALLER DE FINALIZACIÓN PARA LA PRIMAVERA, GRADUADOS 2023

**UNASE CON LOS CONSEJEROS DE HIGH
SCHOOL PARA APRENDER CÓMO LLENAR EL
FORMULARIO DE FAFSA PARA QUE LOS
ESTUDIANTES PUEDAN RECIBIR AYUDA
FINANCIERA PARA ASISTIR A LA
UNIVERSIDAD.**

ENERO 24 A LAS 6PM



Upcoming Events



CABRILLO POINT ACADEMY

TK - 12TH GRADE

SCIENCE FAIR

March 17th, 2023

9am - 10am
Awards at 10am

Tewinkle Park
970 Arlington Drive
Costa Mesa, CA 92626

SIGN UP HERE

Yvonne.Kahlen@cabrillopointacademy.org
Maria.Ramirez@cabrillopointacademy.org

The poster features a light blue background with various scientific illustrations including a virus, molecular structures, a DNA helix, and a lighthouse logo for Cabrillo Point Academy.



CABRILLO POINT ACADEMY

CABRILLO POINT ACADEMY SPELLING BEE COMPETITION

GRADES 6-8

February 2nd 2023

In Person!

Yvonne.kahlen@cabrillopointacademy.org
Maria.ramirez@cabrillopointacademy.org

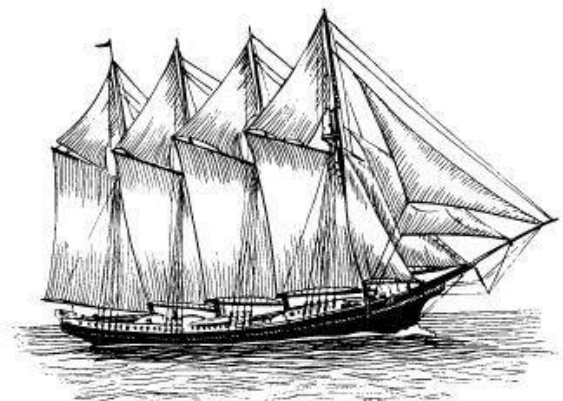
The poster has a soft, pastel-colored background with two cartoon bees. It includes the Cabrillo Point Academy logo in the top right corner.

Both events will take place in person this year!

41 students are registered to attend the Science Fair Showcase!

22 students are registered to attend the Spelling Bee Competition!

Mathematical Mindsets



SAIL AWAY

Cabrillo's Parent Book Club



Sail Away Book Club!

We are excited to announce the launch of our Sail Away Book Club, and our first book selection is *Mathematical Mindsets* by Jo Boaler.

Schedule for book club:

- March 7, 2023, at 11:00 am
Chapters 1 through 3
- March 28, 2023, at 11:00 am
Chapters 4 through 6
- April 4, 2023 at 11:00 am
Chapters 7 through 9

24 parents have signed up to participate in the book club!

Thank you for your support!



Cabrillo Point Academy
2021–22 School Accountability Report Card
Reported Using Data from the 2021–22 School Year
California Department of Education

Address: 13915 Danielson St. Ste 200
 Poway, CA , 92064-8884

Principal: Jenna Lorge

Phone: 951-741-4376

Grade Span:

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

About This School

Jenna Lorge

Principal, Cabrillo Point Academy

About Our School



Jenna Lorge, Executive Director

Dear Families,

We are excited that you have decided to share your homeschooling journey with us! Our sincerest hope is that this School Accountability Report Card (SARC) will provide you with information that helps you better understand our school. Please remember that we are here to serve and support you in any way we can. Welcome to Cabrillo Point Academy!

We would like to hear from you to optimize our supports for your children/teens. We look forward to hearing from you. Please send us an email or give us a call to share your thoughts, ideas, and questions!

Contact

Cabrillo Point Academy
13915 Danielson St. Ste 200
Poway, CA 92064-8884

Phone: 951-741-4376
Email: jenna.lorge@cabrillopointacademy.org

Contact Information (School Year 2022–23)

District Contact Information (School Year 2022–23)

District Name	Dehesa Elementary
Phone Number	619-444-2161
Superintendent	Johnson, Bradley
Email Address	bradley.johnson@dehesasd.net
Website	www.cabrillopointacademy.org

School Contact Information (School Year 2022–23)

School Name	Cabrillo Point Academy
Street	13915 Danielson St. Ste 200
City, State, Zip	Poway, CA , 92064-8884
Phone Number	951-741-4376
Principal	Jenna Lorge
Email Address	jenna.lorge@cabrillopointacademy.org
Website	www.cabrillopointacademy.org
County-District-School (CDS) Code	37680490132506

Last updated: 1/17/23

School Description and Mission Statement (School Year 2022–23)

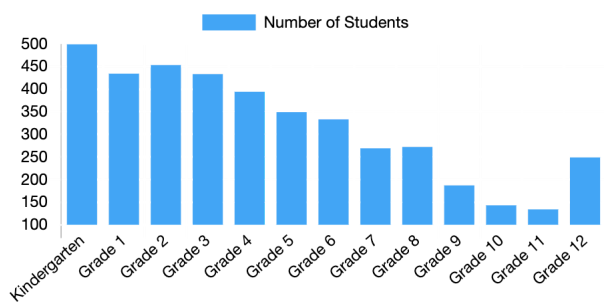
The mission of Cabrillo Point Academy is to develop the individual gifts of our students to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real-life success in the 21st Century. Our academic program is designed to be highly flexible and customizable. Working together, credentialed teachers and parents create a learning plan that can incorporate:

- A variety of curriculum options and platforms
- Academic support, including interventions
- A child's optimal learning modalities
- Seemingly limitless enrichment resources, materials, and experiences
- School-sponsored learning enrichment, field trips, and student activities
- A blend of virtual and in-person support

Last updated: 1/17/23

Student Enrollment by Grade Level (School Year 2021–22)

Grade Level	Number of Students
Kindergarten	499
Grade 1	434
Grade 2	453
Grade 3	433
Grade 4	394
Grade 5	349
Grade 6	333
Grade 7	269
Grade 8	272
Grade 9	187
Grade 10	143
Grade 11	134
Grade 12	249
Total Enrollment	4149



Minimum students was not met in the provided examples. Future development will include messages on the table to explain what the minimums are to display data.

Last updated: 1/17/23

Student Enrollment by Student Group (School Year 2021–22)

Student Group	Percent of Total Enrollment
Female	50.00%
Male	50.00%
Non-Binary	0.00%
American Indian or Alaska Native	1.00%
Asian	6.00%
Black or African American	2.00%
Filipino	1.00%
Hispanic or Latino	28.00%
Native Hawaiian or Pacific Islander	1.00%
Two or More Races	8.00%
White	52.00%

Student Group (Other)	Percent of Total Enrollment
English Learners	2.00%
Foster Youth	0.00%
Homeless	2.00%
Migrant	0.00%
Socioeconomically Disadvantaged	34.00%
Students with Disabilities	11.00%

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Preparation and Placement (School Year 2020–21)

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	94.00	53.86	232.00	55.47	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	1.50	0.36	4205.90	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.00	0.00	1.50	0.37	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	72.90	41.76	166.20	39.75	12115.80	4.41
Unknown	7.60	4.37	16.90	4.04	18854.30	6.86
Total Teaching Positions	174.50	100.00	418.20	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/23

Teacher Preparation and Placement (School Year 2021–22)

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)						
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)						
Unknown						
Total Teaching Positions						

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/23

Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020–21 Number	2021–22 Number
Permits and Waivers	0.00	
Misassignments	0.00	
Vacant Positions	0.00	
Total Teachers Without Credentials and Misassignments	0.00	

Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA)

Indicator	2020–21 Number	2021–22 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.00	
Local Assignment Options	72.90	
Total Out-of-Field Teachers	72.90	

Last updated: 1/11/23

Class Assignments

Indicator	2020–21 Percent	2021–22 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.50	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.80	

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

Last updated: 1/11/23

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2022–23)

Year and month in which the data were collected: August 2022

?We are an Independent Study Schools. Students have a variety of approved curriculum to select one that best meets their individual learning needs.?

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
Mathematics	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
Science	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
History-Social Science	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
Foreign Language	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
Health	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
Visual and Performing Arts	Calvert Learning (McGraw-Hill, Houghton Mifflin Harcourt), ALEKS, Edgenuity, K12, and/or Redbird.	Yes	0%
Science Lab Eqpmt (Grades 9–12)	N/A	N/A	0%

Note: Cells with N/A values do not require data.

Last updated: 1/17/23

School Facility Conditions and Planned Improvements

?Cabrillo Point Academy is a non-classroom-based charter school, and we make great efforts to ensure that our administrative facility is clean, safe, and functional. To assist in this effort, the school uses a facility survey instrument developed by the State of California OPSC. The administrative office facilities are in good condition.?

Last updated: 1/17/23

School Facility Good Repair Status

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: December 2022

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Fair	
Interior: Interior Surfaces	Fair	
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Fair	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: December 2022

Overall Rating	Good
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Last updated: 1/17/23

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
 2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
 3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
- **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven taking and completing a state-administered assessment

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2020–21	School 2021–22	District 2020–21	District 2021–22	State 2020–21	State 2021–22
English Language Arts / Literacy (grades 3–8 and 11)	N/A	51%	N/A	49%	N/A	47%
Mathematics (grades 3–8 and 11)	N/A	38%	N/A	34%	N/A	33%

Note: Where it was the most viable option, in 2020–21, LEAs were required to administer the statewide summative assessment in ELA and mathematics and where a statewide summative assessment was not the most viable option for the LEA, LEAs were permitted report results from a different assessment that meets the criteria established by the California State Board of Education on March 16, 2021. The 2020–21 data cells for the school, district, state have N/A values because these data are not comparable to 2021–22 data.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Last updated: 1/18/23

**CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment
Grades Three through Eight and Grade Eleven
(School Year 2021–22)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	2280	2150	94.30	5.70	51.35
Female	1121	1065	95.00	5.00	57.20
Male	1157	1083	93.60	6.40	45.61
American Indian or Alaska Native	--	--	--	--	--
Asian	142	137	96.48	3.52	72.06
Black or African American	40	36	90.00	10.00	58.33
Filipino	20	20	100.00	0.00	65.00
Hispanic or Latino	628	585	93.15	6.85	43.32
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	204	189	92.65	7.35	55.03
White	1230	1168	94.96	5.04	52.14
English Learners	53	52	98.11	1.89	13.46
Foster Youth	--	--	--	--	--
Homeless					
Military	32	29	90.63	9.37	51.72
Socioeconomically Disadvantaged	769	728	94.67	5.33	43.11
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	290	260	89.66	10.34	25.77

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/17/23

**CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment
Grades Three through Eight and Grade Eleven
(School Year 2021–22)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	2280	2149	94.25	5.75	38.18
Female	1121	1064	94.92	5.08	37.41
Male	1157	1083	93.60	6.40	38.91
American Indian or Alaska Native	--	--	--	--	--
Asian	142	137	96.48	3.52	65.44
Black or African American	40	36	90.00	10.00	30.56
Filipino	20	20	100.00	0.00	40.00
Hispanic or Latino	628	583	92.83	7.17	25.90
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	204	189	92.65	7.35	40.74
White	1230	1169	95.04	4.96	40.98
English Learners	53	52	98.11	1.89	7.69
Foster Youth	--	--	--	--	--
Homeless					
Military	32	29	90.63	9.37	37.93
Socioeconomically Disadvantaged	769	729	94.80	5.20	27.06
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	290	260	89.66	10.34	17.31

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/17/23

CAASPP Test Results in Science for All Students
Grades Five, Eight and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2020–21	School 2021–22	District 2020–21	District 2021–22	State 2020–21	State 2021–22
Science (grades 5, 8, and high school)	38.50	35.65	17.65	50.00	28.5	29.47

Note: Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: For any 2020–21 data cells with N/T values indicate that this school did not test students using the CAASPP for Science.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/17/23

CAASPP Test Results in Science by Student Group
Grades Five, Eight and High School (School Year 2021–22)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	999	937	93.79	6.21	35.65
Female	493	467	94.73	5.27	34.05
Male	506	470	92.89	7.11	37.23
American Indian or Alaska Native	--	--	--	--	--
Asian	46	45	97.83	2.17	64.44
Black or African American	28	26	92.86	7.14	19.23
Filipino	14	14	100.00	0.00	57.14
Hispanic or Latino	293	273	93.17	6.83	24.18
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	83	73	87.95	12.05	41.10
White	532	503	94.55	5.45	38.97
English Learners	17	17	100.00	0.00	0.00
Foster Youth	--	--	--	--	--
Homeless					
Military	12	12	100.00	0.00	16.67
Socioeconomically Disadvantaged	384	354	92.19	7.81	25.42
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	112	95	84.82	15.18	14.74

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/17/23

Career Technical Education (CTE) Programs (School Year 2021–22)

?CTE pathways are offered: Animation, Agriscience, Patient Care, Fashion and Interior Design (FSN), and Information and Communication Technologies (INF) sectors/pathways.?

Last updated: 1/17/23

Career Technical Education (CTE) Participation (School Year 2021–22)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	18
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	--
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	--

Last updated: 1/17/23

Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements

UC/CSU Course Measure	Percent
2021–22 Pupils Enrolled in Courses Required for UC/CSU Admission	96.63%
2020–21 Graduates Who Completed All Courses Required for UC/CSU Admission	13.16%

Last updated: 1/17/23

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2021–22)
Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	91.92%	92.48%		92.20%	92.76%
7	89.24%	90.28%		89.93%	89.93%
9	86.77%	87.30%		86.77%	87.83%

Note: Due to changes to the 2021–22 PFT administration, only participation results are required for these five fitness areas.
Note: Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/19/23

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

Opportunities for Parental Involvement (School Year 2022–23)

?We provide all educational partners an opportunity to participate in our school’s governance. We communicate opportunities to provide input in our decision-making process via surveys, emails, social media, and our school website. To increase the transparency and quality of feedback from families, we provide appropriate translation services during meetings.?

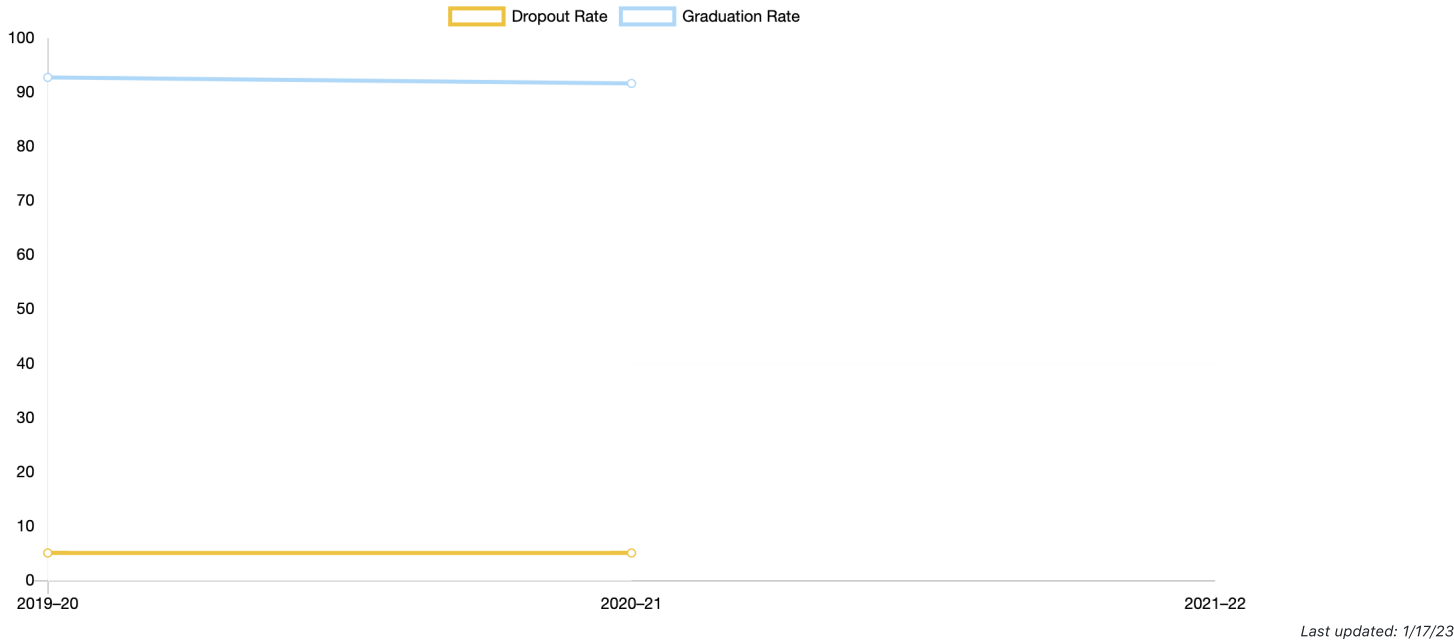
State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2019–20	School 2020–21	School 2021–22	District 2019–20	District 2020–21	District 2021–22	State 2019–20	State 2020–21	State 2021–22
Dropout Rate	--	5.10%	5.10%	--	27.70%	17.40%	--	8.90%	7.80%
Graduation Rate	--	92.70%	91.60%	--	54.10%	70.80%	--	84.20%	87.00%



Graduation Rate by Student Group (Four-Year Cohort Rate)
(School Year 2021–22)

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	297	272	91.6
Female	152	142	93.4
Male	145	130	89.7
Non-Binary	0	0	0.0
American Indian or Alaska Native	0	0	0
Asian	0	0	0
Black or African American	12	12	100.0
Filipino	0	0	0
Hispanic or Latino	97	87	89.7
Native Hawaiian or Pacific Islander	0	0	0.00
Two or More Races	19	15	78.9
White	147	139	94.6
English Learners	0	0	0
Foster Youth	0	0	0.00
Homeless	13	12	92.3
Socioeconomically Disadvantaged	170	153	90.0
Students Receiving Migrant Education Services	0	0	0.0
Students with Disabilities	41	32	78.0

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at <https://www.cde.ca.gov/ds/ad/acgrinfo.asp>.

Last updated: 1/17/23

Chronic Absenteeism by Student Group
(School Year 2021–22)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	4656	4529	71	1.6
Female	2302	2238	28	1.3
Male	2349	2286	41	1.8
American Indian or Alaska Native	16	16	1	6.3
Asian	281	268	2	0.7
Black or African American	91	84	3	3.6
Filipino	40	40	0	0.0
Hispanic or Latino	1300	1273	41	3.2
Native Hawaiian or Pacific Islander	15	15	0	0.0
Two or More Races	373	359	5	1.4
White	2472	2409	19	0.8
English Learners	142	137	8	5.8
Foster Youth	5	5	1	20.0
Homeless	86	82	6	7.3
Socioeconomically Disadvantaged	1634	1587	49	3.1
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	601	587	17	2.9

Last updated: 1/17/23

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions for School Year 2019–20 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019–20	District 2019–20	State 2019–20
Suspensions	0.00%	0.08%	2.45%
Expulsions	0.00%	0.00%	0.05%

Note: The 2019–20 suspensions and expulsions rate data are not comparable to other year data because the 2019–20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–20 school year compared to other school years.

Suspensions and Expulsions
(data collected between July through June, each full school year respectively)

Rate	School 2020–21	School 2021–22	District 2020–21	District 2021–22	State 2020–21	State 2021–22
Suspensions	0.00%	0.00%	0.00%	0.00%	0.20%	3.17%
Expulsions	0.00%	0.00%	0.00%	0.00%	0.00%	0.07%

Note: Data collected during the 2020–21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Last updated: 1/17/23

Suspensions and Expulsions by Student Group
(School Year 2021–22)

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
Non-Binary	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

Last updated: 1/17/23

School Safety Plan (School Year 2022–23)

<p>Our safety planning committee updates our comprehensive safety plan by March of each school year. We consult all appropriate agencies, including the fire and police departments. Our comprehensive school safety plan components include (not an exhaustive list):</p> <ul style="list-style-type: none">• Child abuse reporting procedures• Bullying/Cyberbullying prevention• School discipline

Last updated: 1/17/23

D. Other SARC information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) School Year 2019–20

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	2.00	308		
1	2.00	188		
2	2.00	186		
3	2.00	208		
4	2.00	198		
5	2.00	189		
6	2.00	189		
Other**	3.00	4		

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year 2020–21

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	3.00	200		
1	4.00	129		
2	3.00	137		
3	3.00	137		
4	3.00	131		
5	3.00	139		
6	3.00	120		
Other**	5.00	21		

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) School Year 2021–22

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	3.00	195		
1	3.00	130		
2	4.00	128		
3	3.00	129		
4	3.00	129		
5	3.00	126		
6	3.00	132	1	
Other**	3.00	15		

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Secondary) (School Year 2019–20)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	2.00	502		4
Mathematics	2.00	448	1	1
Science	2.00	373	1	1
Social Science	2.00	427	3	1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2020–21)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	3.00	279	3	6
Mathematics	2.00	316	5	2
Science	2.00	240	2	2
Social Science	3.00	282	4	3

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	3.00	265	4	2
Mathematics	2.00	259	3	1
Science	3.00	179	5	1
Social Science	3.00	184	2	4

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/17/23

Ratio of Pupils to Academic Counselor (School Year 2021–22)

Title	Ratio
Pupils to Academic Counselor*	1803.91

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/17/23

Student Support Services Staff (School Year 2021–22)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2.30
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	4.70
Social Worker	1.00
Nurse	1.00
Speech/Language/Hearing Specialist	0.70
Resource Specialist (non-teaching)	
Other	2.70

* One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/17/23

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2020–21)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	--	--	--	--
District	N/A	N/A	--	\$61925.00
Percent Difference – School Site and District	N/A	N/A	--	--
State	N/A	N/A	\$6593.62	\$74053.00
Percent Difference – School Site and State	N/A	N/A	--	--

Note: Cells with N/A values do not require data.

Last updated: 1/18/23

Types of Services Funded (Fiscal Year 2021–22)

We offer various programs and services to support students and families. We align all programs and services with our Local Control and Accountability Plan (LCAP), including:

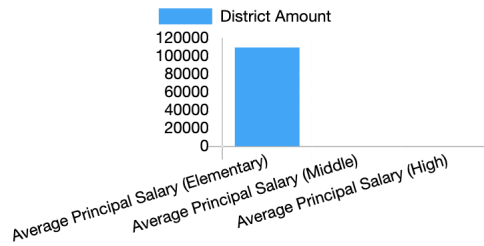
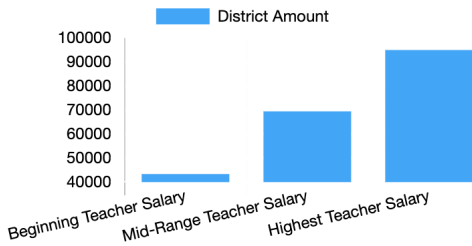
- Comprehensive professional learning for staff, including for English Language Learners
- Standards-aligned diagnostic and interim student academic assessments to inform our practice.
- Tiered academic and social-emotional supports

Last updated: 1/17/23

Teacher and Administrative Salaries (Fiscal Year 2020–21)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$43356.00	\$46843.81
Mid-Range Teacher Salary	\$69416.00	\$73398.10
Highest Teacher Salary	\$94889.00	\$93345.17
Average Principal Salary (Elementary)	\$109200.00	\$116456.68
Average Principal Salary (Middle)	\$0.00	\$122114.81
Average Principal Salary (High)	\$0.00	\$0.00
Superintendent Salary	\$180400.00	\$136295.61
Percent of Budget for Teacher Salaries	16.41%	29.92%
Percent of Budget for Administrative Salaries	9.46%	6.44%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.



Last updated:

Advanced Placement (AP) Courses (School Year 2021–22)

Percent of Students in AP Courses

Subject	Number of AP Courses Offered*
Computer Science	0
English	0
Fine and Performing Arts	0
Foreign Language	0
Mathematics	1
Science	1
Social Science	3
Total AP Courses Offered*	5.00%

* Where there are student course enrollments of at least one student.

Last updated: 1/17/23

Professional Development

Measure	2020–21	2021–22	2022–23
Number of school days dedicated to Staff Development and Continuous Improvement	15	18	15

Last updated: 1/17/23

Cabrillo Point Academy

Monthly Financial Presentation – December 2022

Highlights

- P1 ADA totaled 4,246, increasing by 25 to prior month
- Revenue increased by \$400K, driven by ADA
- Expenses decreased by \$665K
- YE surplus projected at \$4.5M, +\$1M to prior projection

SB740 Compliance and Reporting

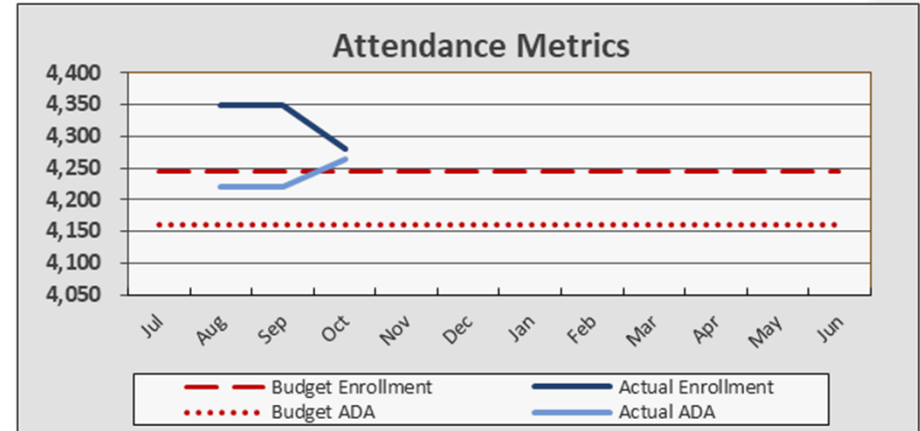
- 25:1 PTR is within compliance
- 40/80 within compliance

Pupil:Teacher Ratio	
20.71	:1

Cert.	Instr.
51.9%	80.4%
6,487,070	191,350

Attendance

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	4,279	4,279	4,245
ADA	4,246	4,246	4,160
Attendance Rate	99.2%	99.2%	98.0%
Unduplicated %	n/a	34.5%	34.3%
Revenue per ADA		\$12,747	\$11,976
Expenses per ADA		\$11,693	\$11,452



- P1 ADA came in at 4,246
- P2 projections assume enrollment and attendance holds steady

Revenue

- Revenue increased by **\$400K** compared with prior forecast:
 - 25 Added ADA: **+\$300K**
 - Prior-Year Adj.: **+\$75K** (Title I \$50K/SPED +\$23K)

Revenue

State Aid-Rev Limit
Federal Revenue
Other State Revenue
Other Local Revenue

Total Revenue

<i>Year-to-Date</i>		
Actual	Budget	Fav/(Unf)
\$ 20,431,696	\$ 19,024,426	\$ 1,407,269
416,099	1,716,791	(1,300,691)
1,797,245	1,453,073	344,173
78,906	-	78,906
\$ 22,723,946	\$ 22,194,289	\$ 529,657

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 45,822,895	\$ 42,188,823	\$ 3,634,072
3,533,279	2,952,382	580,898
5,109,992	4,681,620	428,372
78,906	-	78,906
\$ 54,545,072	\$ 49,822,825	\$ 4,722,248

Expenses

- Expenses decreased **\$665K** to prior projection, based on YTD trend:
 - Student Funds: **-\$200K**
 - Software: **-\$175K**
 - SPED: **-\$140K**
 - IT: **-\$90K**

Expenses

Year-to-Date			
Actual		Budget	Fav/(Unf)
\$	9,156,699	\$ 8,536,584	\$ (620,116)
	1,788,667	1,780,089	(8,578)
	3,479,081	3,518,987	39,906
	2,663,517	3,366,761	703,244
	3,210,867	3,842,594	631,727
	321,170	263,600	(57,570)
	131,542	92,227	(39,316)
	951,780	947,483	(4,297)
	3,928	9,714	5,786
<u>\$</u>	<u>21,707,252</u>	<u>\$ 22,358,039</u>	<u>\$ 650,787</u>

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 19,948,635	\$ 18,532,354	\$ (1,416,281)
3,780,776	3,560,178	(220,599)
7,105,227	7,431,370	326,143
8,214,198	7,307,514	(906,684)
8,087,889	8,143,730	55,841
665,694	527,200	(138,494)
226,119	184,453	(41,666)
1,997,382	1,933,639	(63,743)
9,643	19,429	9,786
\$ 50,035,564	\$ 47,639,868	\$ (2,395,696)

Fund Balance

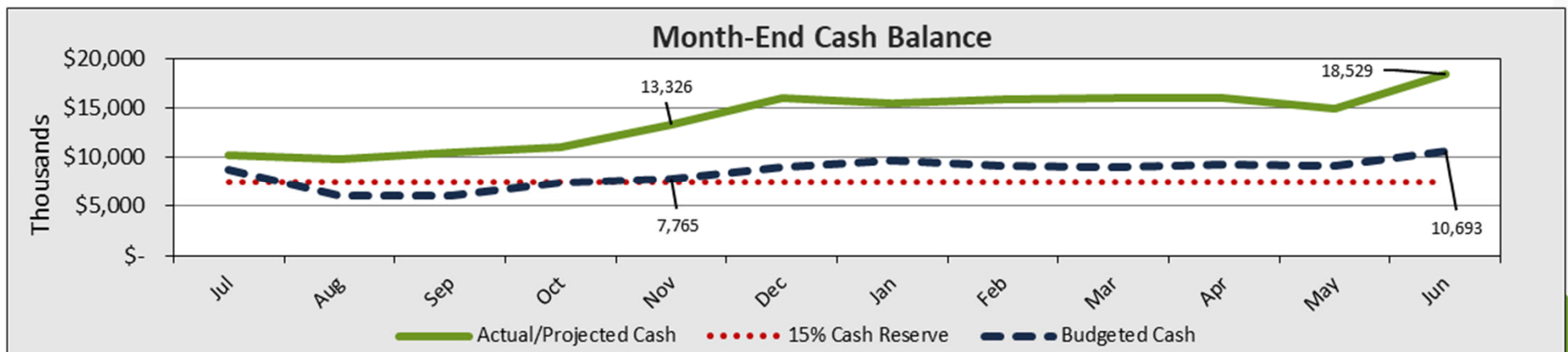
- Year-end surplus forecasted at **9.0%** of total expenses
- Projected end of year fund balance exceeds State requirements of 5%.

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 1,016,694	\$ (163,750)	\$ 1,180,443
Beginning Fund Balance	<u>9,117,813</u>	<u>9,117,813</u>	
Ending Fund Balance	<u>\$ 10,134,507</u>	<u>\$ 8,954,064</u>	
<i>As a % of Annual Expenses</i>	20.3%	18.8%	

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 4,509,508	\$ 2,182,957	\$ 2,326,551
Beginning Fund Balance	<u>9,117,813</u>	<u>9,117,813</u>	
Ending Fund Balance	<u>\$ 13,627,322</u>	<u>\$ 11,300,770</u>	
	27.2%	23.7%	

Cash Balance

- End of Year cash balance: **\$18.5M**
- No projected borrowing/factoring needed



Compliance



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
DATA	Jan-02	CALPADS - Fall 2 Submission Window opens - Information will be used by the US Department of Education and the California Department of Education to gain insights into student course enrollments, services rendered in support of school's English Learner population, staff assignments and full-time equivalent levels. The reported data represent a snapshot of a school's status in the previously listed areas per Census Day, October 5, 2022. Schools have until February 24, 2023 to certified data. IMPORTANT: Fall 2 Staff assignment data will be referenced by the Commission on Teacher Credentialing (CTC) for accountability purposes. CTC will cross reference teachers' credential information with the courses/sections they are assigned to teach. CTC will report misassignments/discrepancies to your charter authorizer.	Schools	No	No	https://www.cde.ca.gov/ds/sp/d/rptcalendar.asp
FINANCE	Jan-13	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period October 1, 2021 - December 31, 2021.	Charter Impact with Schools support	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
FINANCE	Jan-13	CTEIG Application 2022/23 - The California Career Technical Education Incentive Grant (CTEIG) is a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grades twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education.	Schools with Charter Impact support	No	No	https://www.cde.ca.gov/fg/fo/r17/cteig22rfa.asp
DATA	Set by Authorizer (by Jan 17)	Principal Apportionment P1 - The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the CDE to compute the P-1 Apportionment. Attendance data collected within the P-1 reporting date range must be uploaded into the state's Principal Apportionment Data Collection portal.	Schools	No	Yes	https://www.cde.ca.gov/fg/st/pa/
FINANCE	Jan-18	Mid-Year Expenditure Report due to SELPA (EDCOE) - Interim financial reporting for actuals through December 31 are due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/
FINANCE	Jan-18	SELPA Pandemic Dispute Prevention & Learning Recovery Funding Reports due (EDCOE) - Expenditure reports are due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/
DATA	Jan-20	CALPADS - Fall 1 Amendment deadline - Final opportunity to review and correct your certified CALPADS - Fall 1 student data. Students' program eligibility information associated with lunch, special education, homeless, English language learner, school enrollment and graduation statuses will be submitted to the CDE. This data will be used to in CDE's CA Dashboard calculations and determine access to funding such as student meal reimbursements and unduplicated count factors.	Schools	No	No	https://www.cde.ca.gov/ds/sp/d/rptcalendar.asp
FINANCE	Jan-23	SELPA ADA/Enrollment report #2 (EDCOE) - Interim financial reporting due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/

Compliance

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	TBD	Federal Stimulus Annual Report - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period July 1, 2021 - June 30, 2022.	Charter Impact with Schools support	No	No	https://www.cde.ca.gov/fg/cr/anreporhelp.asp
FINANCE	Jan-31	Federal Cash Management - Period 3 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III EL; Title III Immigrant; and Title IV, Part A programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/
FINANCE	Jan-31	IRS Form 1095-C, Employer-Provided Health Insurance Offer and Coverage - Employers with 50 or more full-time employees (including full-time equivalent employees) in the previous year use Forms 1094-C and 1095-C to report the information required under sections 6055 and 6056 about offers of health coverage and enrollment in health coverage for their employees.	Schools with Charter Impact support	No	No	https://www.irs.gov/forms-pubs/about-form-1095-c
DATA	Feb-01	School Accountability Report Card - All public schools in California are required to prepare an annual SARC (2021/22). SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals. EC Section 35256 requires LEA governing boards to approve SARCs for publications.	Schools	Yes	No	http://www.cde.ca.gov/ta/ac/sa/
FINANCE	Feb-20	Certification of the First Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The First Principal Apportionment (P-1), certified by February 20, is based on the first period data that LEAs report to CDE in November through January. P-1 supersedes the Advance Apportionment calculations and establishes each LEA's monthly state aid payment for February through May.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/pa/
DATA	Feb-24	CALPADS - Fall 2 deadline - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 2 data within CALPADS, which can impact a number of things, including LCFF funding, student course enrollments, staff assignments and English learner education services. Students' course enrollments, teacher course assignments, staff job assignments, FTE count and English Learner education services are reported datasets.	Schools	No	No	https://www.cde.ca.gov/ds/sp/d/rptcalendar.asp
FINANCE	Set by Authorizer (by Mar 15)	2nd Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second is due March 15 for the period ending January 31.	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/sf/fr/calendar19district.asp

Appendices

- Monthly Cash Flow / Forecast 22-23
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register (Nov through Dec)
- AP Aging

Cabrillo Point Academy
Monthly Cash Flow/Forecast FY22-23

Revised 01/19/2023

ADA = 4246.08



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																
8011 LCFF State Aid	2,127,460	2,127,460	3,829,428	3,829,428	3,829,428	3,829,428	3,841,540	4,108,271	4,108,271	4,108,271	4,108,271	4,108,271	11,449	43,966,976	40,370,484	3,596,491
8012 Education Protection Account	-	-	206,162	-	-	206,161	212,304	-	-	12,285	-	-	212,304	849,216	832,020	17,196
8096 In Lieu of Property Taxes	-	57,932	115,864	77,243	77,243	118,459	78,206	78,206	134,517	67,258	67,258	67,258	67,258	1,006,704	986,319	20,385
	2,127,460	2,185,392	4,151,454	3,906,671	3,906,671	4,154,048	4,132,050	4,186,477	4,242,788	4,187,814	4,175,529	4,175,529	291,011	45,822,895	42,188,823	3,634,072
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	44,763	93,484	93,484	93,484	93,484	93,484	-	512,183	499,212	12,971
8290 Title I, Part A - Basic Low Income	-	-	-	-	50,063	17,757	416,253	-	-	-	-	-	(687)	483,386	483,386	-
8291 Title II, Part A - Teacher Quality	-	-	-	-	19,630	-	73,601	-	-	-	-	-	4,904	98,135	98,135	-
8293 Title III - Limited English	-	-	-	-	379	-	-	-	-	-	-	16,731	(379)	16,731	16,731	-
8296 Other Federal Revenue	-	-	663	156,382	54,978	66,185	-	-	593,195	-	-	1,501,378	-	2,372,782	1,854,918	517,864
8299 Prior Year Federal Revenue	-	-	-	-	-	50,063	-	-	-	-	-	-	-	50,063	-	50,063
	-	-	663	156,382	125,049	134,005	534,617	93,484	686,679	93,484	93,484	1,611,593	3,839	3,533,279	2,952,382	580,898
Other State Revenue																
8311 State Special Education	160,500	160,500	288,900	293,765	304,036	293,765	293,644	312,963	312,963	312,963	312,963	312,963	-	3,359,923	3,254,862	105,061
8550 Mandated Cost	-	-	-	-	98,146	-	-	-	-	-	-	-	-	98,146	98,146	(0)
8560 State Lottery	-	-	-	-	-	-	244,301	-	-	244,301	-	-	517,718	1,006,321	948,503	57,818
8598 Prior Year Revenue	-	-	-	27,812	-	25,377	-	-	-	-	-	-	-	53,189	-	53,189
8599 Other State Revenue	-	20,616	37,137	30,124	30,257	26,311	-	-	-	-	-	447,968	-	592,413	380,109	212,304
	160,500	181,116	326,037	351,700	432,439	345,453	537,945	312,963	312,963	557,264	312,963	760,931	517,718	5,109,992	4,681,620	428,372
Other Local Revenue																
8660 Interest Revenue	1,494	1,289	-	3,017	-	2,349	-	-	-	-	-	-	-	8,148	-	8,148
8699 School Fundraising	-	3,352	4,350	1,388	8,399	1,641	-	-	-	-	-	-	-	19,130	-	19,130
8980 Contributions, Unrestricted	13,550	-	38,043	-	34	-	-	-	-	-	-	-	-	51,627	-	51,627
	15,044	4,640	42,393	4,405	8,433	3,990	-	-	-	-	-	-	-	78,906	-	78,906
Total Revenue	2,303,004	2,371,148	4,520,547	4,419,158	4,472,593	4,637,496	5,204,613	4,592,924	5,242,430	4,838,562	4,581,976	6,548,053	812,568	54,545,072	49,822,825	4,722,248
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	248,713	1,191,274	1,185,051	1,152,799	1,178,894	1,206,501	1,178,894	1,178,894	1,178,894	1,178,894	1,178,894	766,785	-	12,824,490	12,470,842	(353,647)
1175 Teachers' Extra Duty/Stipends	28,106	182,344	178,127	189,131	175,632	172,923	175,632	175,632	175,632	175,632	175,632	124,335	930,622	2,859,380	2,442,427	(416,953)
1200 Pupil Support Salaries	23,263	113,814	110,246	116,611	118,877	122,991	118,877	118,877	118,877	118,877	118,877	78,910	-	1,279,097	1,460,586	181,489
1300 Administrators' Salaries	145,189	149,664	148,981	156,853	148,317	149,718	148,317	148,317	148,317	148,317	148,317	148,317	-	1,788,627	1,660,875	(127,752)
1900 Other Certificated Salaries	24,120	100,369	112,280	107,175	105,727	113,008	105,727	105,727	105,727	105,727	105,727	105,727	-	1,197,041	497,624	(699,417)
	469,392	1,737,465	1,734,685	1,722,569	1,727,448	1,765,141	1,727,448	1,727,448	1,727,448	1,727,448	1,727,448	1,224,074	930,622	19,948,635	18,532,354	(1,416,281)
Classified Salaries																
2100 Instructional Salaries	30,064	34,678	31,901	30,523	31,896	36,327	36,327	36,327	36,327	36,327	36,327	36,327	-	413,354	390,500	(22,855)
2200 Support Salaries	73,913	66,227	68,428	65,293	68,323	77,309	77,309	77,309	77,309	77,309	77,309	77,309	-	883,346	952,866	69,520
2300 Classified Administrators'	57,181	57,181	57,098	51,232	51,268	53,318	51,201	51,201	51,201	51,201	51,201	51,201	-	634,482	590,778	(43,704)
2400 Clerical and Office Staff Salaries	83,201	93,598	93,604	106,859	97,067	111,070	118,953	118,953	118,953	118,953	118,953	118,953	-	1,299,116	1,283,914	(15,202)
2900 Other Classified Salaries	40,424	46,185	46,465	36,476	43,328	48,229	48,229	48,229	48,229	48,229	48,229	48,229	-	550,478	342,120	(208,358)
	284,784	297,869	297,497	290,382	291,882	326,252	332,018	332,018	332,018	332,018	332,018	332,018	-	3,780,776	3,560,178	(220,599)
Benefits																
3101 STRS	86,392	314,085	315,866	204,107	311,782	323,732	323,732	323,732	323,732	323,732	323,732	224,612	-	3,399,232	3,539,680	140,448
3301 OASDI	17,281	18,054	18,106	17,484	17,651	19,794	19,794	19,794	19,794	19,794	19,794	19,794	-	227,135	220,731	(6,404)
3311 Medicare	10,425	28,572	28,526	27,947	27,963	29,349	29,099	29,099	29,099	29,099	29,099	21,987	-	320,264	320,342	78
3401 Health and Welfare	222,778	222,676	219,960	225,903	216,765	215,652	215,652	215,652	215,652	215,652	215,652	215,652	-	2,617,646	2,650,500	32,854
3501 State Unemployment	533	4,988	1,866	233	403	23,400	42,732	34,185	17,093	8,546	8,546	8,546	-	151,070	141,610	(9,460)
3601 Workers' Compensation	11,630	13,845	33,456	13,845	13,845	13,845	13,845	13,845	13,845	13,845	13,845	13,845	-	183,536	309,295	125,759
3901 Other Benefits	-	-	-	206,345	-	-	-	-	-	-	-	-	-	206,345	249,212	42,868
	349,038	602,218	617,780	695,864	588,409	625,771	644,853	636,307	619,214	610,668	610,668	504,436	-	7,105,227	7,431,370	326,143

Cabrillo Point Academy

Monthly Cash Flow/Forecast FY22-23

Revised 01/19/2023

ADA = 4246.08



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Books and Supplies																
4100 Textbooks and Core Materials	31,265	82,981	39,285	19,212	2,746	8,566	11,517	11,517	11,517	11,517	11,517	11,517	-	253,154	92,100	(161,054)
4302 School Supplies	87,044	520,303	425,696	201,695	110,504	179,403	281,934	224,062	395,676	354,166	559,299	67,483	-	3,407,266	3,714,743	307,477
4305 Software	440,881	177,886	62,758	103,840	17,690	37,111	71,575	71,575	71,575	71,575	71,575	71,575	-	1,269,616	973,000	(296,616)
4310 Office Expense	5,229	33,734	6,227	8,775	4,008	1,374	12,600	12,600	12,600	12,600	12,600	12,600	-	134,948	126,600	(8,348)
4311 Business Meals	117	3,495	-	-	874	96	33	33	33	33	33	33	-	4,782	600	(4,182)
4400 Noncapitalized Equipment	-	331	1,843	38,021	8,247	2,280	463,302	368,201	650,215	582,001	919,096	110,896	-	3,144,432	2,400,471	(743,961)
	564,537	818,730	535,809	371,542	144,070	228,830	840,961	687,987	1,141,616	1,031,892	1,574,121	274,104	-	8,214,198	7,307,514	(906,684)
Subagreement Services																
5101 Nursing	-	-	-	188	-	63	-	-	-	-	-	-	-	250	600	350
5102 Special Education	132	120,025	77,977	176,437	351,358	170,683	290,664	290,664	290,664	290,664	290,664	290,664	-	2,640,594	3,248,600	608,006
5104 Transportation	-	-	-	-	-	-	92	92	92	92	92	92	-	550	1,100	550
5105 Security	-	176	1,536	(652)	279	624	817	817	817	817	817	817	-	6,863	8,200	1,337
5106 Other Educational Consultants	(7,322)	70,066	529,744	706,452	356,736	656,365	468,376	372,233	657,335	588,375	929,162	112,110	-	5,439,632	4,885,230	(554,402)
	(7,190)	190,267	609,258	882,425	708,373	827,734	759,948	663,805	948,907	879,946	1,220,734	403,682	-	8,087,889	8,143,730	55,841
Operations and Housekeeping																
5201 Auto and Travel	684	16,499	6,269	3,755	8,431	3,955	9,550	9,550	9,550	9,550	9,550	9,550	-	96,892	87,200	(9,692)
5300 Dues & Memberships	770	2,833	1,000	1,000	4,770	1,000	1,683	1,683	1,683	1,683	1,683	1,683	-	21,473	23,600	2,127
5400 Insurance	34,233	40,754	40,754	40,754	40,754	40,754	40,754	40,754	40,754	40,754	40,754	40,754	-	482,527	358,100	(124,427)
5501 Utilities	2,662	(3,814)	604	2,142	1,367	1,720	808	808	808	808	808	808	-	9,531	7,500	(2,031)
5516 Miscellaneous Expense	-	-	-	-	-	-	800	800	800	800	800	800	-	4,800	9,400	4,600
5900 Communications	3,388	911	558	7,450	703	511	2,058	2,058	2,058	2,058	2,058	2,058	-	25,871	23,700	(2,171)
5901 Postage and Shipping	429	4,094	2,401	4,923	1,525	627	1,767	1,767	1,767	1,767	1,767	1,767	-	24,599	17,700	(6,899)
	42,165	61,276	51,587	60,023	57,551	48,568	57,421	57,421	57,421	57,421	57,421	57,421	-	665,694	527,200	(138,494)
Facilities, Repairs and Other Leases																
5601 Rent	51,944	(24,237)	46,838	13,978	13,978	13,978	13,388	13,388	13,388	13,388	13,388	13,388	-	196,804	174,253	(22,551)
5602 Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200	200
5603 Equipment Leases	-	129	-	-	-	-	-	-	-	-	-	-	-	129	-	(129)
5604 Other Leases	3,060	2,328	2,328	2,265	2,615	2,340	2,325	2,325	2,325	2,325	2,325	2,325	-	28,885	9,900	(18,985)
5610 Repairs and Maintenance	-	-	-	-	-	-	50	50	50	50	50	50	-	300	100	(200)
	55,004	(21,780)	49,165	16,243	16,593	16,318	15,763	15,763	15,763	15,763	15,763	15,763	-	226,119	184,453	(41,666)
Professional/Consulting Services																
5801 IT	30	30	30	30	30	30	2,133	2,133	2,133	2,133	2,133	2,133	-	12,980	150,200	137,220
5802 Audit & Taxes	-	-	-	3,900	-	-	-	-	-	-	-	-	-	3,900	8,600	4,700
5803 Legal	-	32,309	19,026	18,829	43,889	22,530	26,075	26,075	26,075	26,075	26,075	26,075	-	293,033	252,600	(40,433)
5804 Professional Development	8,322	13,040	594	3,675	278	8,333	4,325	4,325	4,325	4,325	4,325	4,325	-	60,192	64,300	4,108
5805 General Consulting	213	426	497	284	-	2,034	1,267	1,267	1,267	1,267	1,267	1,267	-	11,054	25,500	14,446
5806 Special Activities/Field Trips	3,814	6,502	17,658	30,270	11,687	9,697	8,231	6,541	11,551	10,340	16,328	1,970	-	134,590	52,451	(82,138)
5807 Bank Charges	-	-	-	-	-	-	1,342	1,342	1,342	1,342	1,342	1,342	-	8,050	25,700	17,650
5808 Printing	106	216	5	52	-	-	100	100	100	100	100	100	-	979	-	(979)
5809 Other taxes and fees	93	2,081	3	7,645	81	74	3,500	3,500	3,500	3,500	3,500	3,500	-	30,976	25,300	(5,676)
5810 Payroll Service Fee	4,046	4,046	4,046	4,046	4,046	4,046	4,046	4,046	4,046	4,046	4,046	4,046	-	48,552	33,300	(15,252)
5811 Management Fee	72,658	72,658	77,130	77,280	77,130	79,147	79,545	79,545	79,545	79,545	79,545	79,545	-	933,272	871,899	(61,373)
5812 District Oversight Fee	21,275	21,854	40,356	39,067	39,067	41,540	41,321	41,865	42,428	41,878	41,755	41,755	4,069	458,229	421,888	(36,341)
5813 County Fees	-	-	-	-	-	-	525	-	-	525	-	-	525	1,575	1,900	325
	110,557	153,162	159,345	185,077	176,208	167,432	172,409	170,739	176,312	175,075	180,416	166,058	4,594	1,997,382	1,933,639	(63,743)
Depreciation																
6900 Depreciation Expense	655	655	655	655	655	655	952	952	952	952	952	952	-	9,643	19,429	9,786
	655	655	655	655	655	655	952	952	952	952	952	952	-	9,643	19,429	9,786
Interest																
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses																
	1,868,941	3,839,861	4,055,781	4,224,781	3,711,188	4,006,700	4,551,773	4,292,440	5,019,651	4,831,184	5,719,540	2,978,508	935,216	50,035,564	47,639,868	(2,395,696)
Monthly Surplus (Deficit)																
	434,063	(1,468,713)	464,766	194,377	761,405	630,795	652,840	300,484	222,779	7,379	(1,137,564)	3,569,545	(122,648)	4,509,508	2,182,957	2,326,551

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	434,063	(1,468,713)	464,766	194,377	761,405	630,795	652,840	300,484	222,779	7,379	(1,137,564)	3,569,545	(122,648)	4,509,508	Cert. 51.9%	Instr. 80.4%
Cash flows from operating activities															6,487,070	191,350
Depreciation/Amortization	655	655	655	655	655	655	952	952	952	952	952	952	-	9,643		
Public Funding Receivables	40,388	(57,932)	337,230	318,905	222,581	262,096	(1,123,268)	-	-	-	-	-	(812,568)	(812,568)		
Grants and Contributions Rec.	19,766	-	-	1,455	2,247	(3,702)	-	-	-	-	-	-	-	19,766		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses	464,728	21,937	(136,589)	216,536	(191,849)	161,390	-	-	-	-	-	-	-	536,152		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(369,979)	91,265	(61,738)	11,206	(191,127)	148,696	-	-	-	-	-	-	935,216	563,538	Pupil:Teacher Ratio	
Accrued Expenses	(27,213)	1,056,964	(113,884)	(37,133)	63,070	139,349	-	-	-	-	-	-	-	1,081,152	20.71	:1
Other Liabilities	18,229	1,475	136,441	(167,951)	1,604,947	1,365,438	-	-	-	-	-	-	-	2,958,579		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash	580,636	(354,349)	626,880	538,049	2,271,929	2,704,717	(469,475)	301,436	223,731	8,331	(1,136,612)	3,570,497				
Cash, Beginning of Month	9,662,964	10,243,600	9,889,251	10,516,131	11,054,180	13,326,109	16,030,825	15,561,350	15,862,786	16,086,517	16,094,848	14,958,237				
Cash, End of Month	10,243,600	9,889,251	10,516,131	11,054,180	13,326,109	16,030,825	15,561,350	15,862,786	16,086,517	16,094,848	14,958,237	18,528,734				

Cabrillo Point Academy

Budget vs Actual

For the period ended December 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 3,829,428	\$ 3,601,142	\$ 228,286	\$ 19,572,632	\$ 18,405,839	\$ 1,166,793	\$ 40,370,484
Education Protection Account	206,161	-	206,161	412,323	208,005	204,318	832,020
In Lieu of Property Taxes	118,459	78,206	40,253	446,741	410,582	36,158	986,319
Total State Aid - Revenue Limit	4,154,048	3,679,349	474,699	20,431,696	19,024,426	1,407,269	42,188,823
Federal Revenue							
Special Education - Entitlement	-	44,531	(44,531)	-	207,811	(207,811)	499,212
Title I, Part A - Basic Low Income	17,757	362,540	(344,782)	67,820	483,386	(415,566)	483,386
Title II, Part A - Teacher Quality	-	73,601	(73,601)	19,630	98,135	(78,505)	98,135
Title III - Limited English	-	-	-	379	-	379	16,731
Other Federal Revenue	66,185	463,729	(397,544)	278,208	927,459	(649,250)	1,854,918
Prior Year Federal Revenue	50,063	-	50,063	50,063	-	50,063	-
Total Federal Revenue	134,005	944,401	(810,396)	416,099	1,716,791	(1,300,691)	2,952,381
Other State Revenue							
State Special Education	293,765	290,341	3,424	1,501,466	1,354,926	146,540	3,254,862
Mandated Cost	-	98,146	(98,146)	98,146	98,146	(0)	98,146
State Lottery	-	-	-	-	-	-	948,503
Prior Year Revenue	25,377	-	25,377	53,189	-	53,189	-
Other State Revenue	26,311	-	26,311	144,445	-	144,445	380,109
Total Other State Revenue	345,453	388,488	(43,035)	1,797,245	1,453,073	344,173	4,681,620
Other Local Revenue							-
Interest Revenue	2,349	-	2,349	8,148	-	8,148	-
School Fundraising	1,641	-	1,641	19,130	-	19,130	-
Contributions, Unrestricted	-	-	-	51,627	-	51,627	-
Total Other Local Revenue	3,990	-	3,990	78,906	-	78,906	-
Total Revenues	\$ 4,637,496	\$ 5,012,237	\$ (374,741)	\$ 22,723,946	\$ 22,194,289	\$ 529,657	\$ 49,822,825
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 1,206,501	\$ 1,133,713	\$ (72,788)	\$ 6,163,233	\$ 5,668,565	\$ (494,668)	\$ 12,470,842
Teachers' Extra Duty/Stipends	172,923	219,593	46,670	926,263	1,124,867	198,604	2,442,427
Pupil Support Salaries	122,991	132,781	9,789	605,803	663,903	58,100	1,460,586
Administrators' Salaries	149,718	138,406	(11,312)	898,723	830,438	(68,285)	1,660,875
Other Certificated Salaries	113,008	41,469	(71,539)	562,679	248,812	(313,867)	497,624
Total Certificated Salaries	1,765,141	1,665,962	(99,179)	9,156,699	8,536,584	(620,116)	18,532,354
Classified Salaries							
Instructional Salaries	36,327	32,542	(3,786)	195,390	195,250	(140)	390,500
Support Salaries	77,309	79,405	2,097	419,494	476,433	56,939	952,866
Supervisors' and Administrators' Salaries	53,318	49,232	(4,086)	327,277	295,389	(31,888)	590,778
Clerical and Office Staff Salaries	111,070	106,993	(4,077)	585,399	641,957	56,558	1,283,914
Other Classified Salaries	48,229	28,510	(19,719)	261,107	171,060	(90,047)	342,120
Total Classified Salaries	326,252	296,681	(29,571)	1,788,667	1,780,089	(8,578)	3,560,178
Benefits							
State Teachers' Retirement System, certificated positions	323,732	318,199	(5,533)	1,555,962	1,630,488	74,525	3,539,680
OASDI/Medicare/Alternative, certificated positions	19,794	18,394	(1,400)	108,371	110,366	1,995	220,731
Medicare/Alternative, certificated positions	29,349	28,458	(890)	152,781	149,592	(3,190)	320,342
Health and Welfare Benefits, certificated positions	215,652	220,875	5,223	1,323,734	1,325,250	1,516	2,650,500
State Unemployment Insurance, certificated positions	23,400	7,081	(16,319)	31,421	42,483	11,062	141,610
Workers' Compensation Insurance, certificated positions	13,845	27,477	13,632	100,466	144,433	43,967	309,296
Other Benefits, certificated positions	-	22,139	22,139	206,345	116,376	(89,969)	249,212
Total Benefits	625,771	642,623	16,852	3,479,081	3,518,987	39,906	7,431,370
Books & Supplies							
Textbooks and Core Materials	8,566	7,675	(891)	184,054	46,050	(138,004)	92,100
School Supplies	179,403	165,461	(13,942)	1,524,646	1,683,033	158,387	3,714,743
Software	37,111	81,083	43,973	840,166	486,500	(353,666)	973,000
Office Expense	1,374	10,550	9,176	59,348	63,300	3,952	126,600
Business Meals	96	50	(46)	4,582	300	(4,282)	600
Noncapitalized Equipment	2,280	106,921	104,641	50,722	1,087,578	1,036,856	2,400,471
Total Books & Supplies	228,830	371,740	142,910	2,663,517	3,366,761	703,244	7,307,514
Subagreement Services							
Nursing	63	50	(13)	250	300	50	600
Special Education	170,683	270,717	100,034	896,612	1,624,300	727,688	3,248,600
Transportation	-	92	92	-	550	550	1,100
Security	624	683	60	1,963	4,100	2,137	8,200
Other Educational Consultants	656,365	217,596	(438,769)	2,312,042	2,213,344	(98,698)	4,885,230
Total Subagreement Services	827,734	489,138	(338,596)	3,210,867	3,842,594	631,727	8,143,730
Operations & Housekeeping							

Cabrillo Point Academy

Budget vs Actual

For the period ended December 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Auto and Travel	3,955	7,267	3,312	39,592	43,600	4,008	87,200
Dues & Memberships	1,000	1,967	967	11,373	11,800	427	23,600
Insurance	40,754	29,842	(10,912)	238,003	179,050	(58,953)	358,100
Utilities	1,720	625	(1,095)	4,681	3,750	(931)	7,500
Miscellaneous Expense	-	783	783	-	4,700	4,700	9,400
Communications	511	1,975	1,464	13,521	11,850	(1,671)	23,700
Postage and Shipping	627	1,475	848	13,999	8,850	(5,149)	17,700
Total Operations & Housekeeping	48,568	43,933	(4,635)	321,170	263,600	(57,570)	527,200
Facilities, Repairs & Other Leases							
Rent	13,978	14,521	543	116,478	87,126	(29,351)	174,253
Additional Rent	-	17	17	-	100	100	200
Equipment Leases	-	-	-	129	-	(129)	-
Other Leases	2,340	825	(1,515)	14,935	4,950	(9,985)	9,900
Repairs and Maintenance	-	8	8	-	50	50	100
Total Facilities, Repairs & Other Leases	16,318	15,371	(947)	131,542	92,226	(39,316)	184,453
Professional/Consulting Services							
IT	30	12,517	12,487	180	75,100	74,920	150,200
Audit & Taxes	-	2,867	2,867	3,900	8,600	4,700	8,600
Legal	22,530	21,050	(1,480)	136,583	126,300	(10,283)	252,600
Professional Development	8,333	5,358	(2,975)	34,242	32,150	(2,092)	64,300
General Consulting	2,034	2,125	91	3,454	12,750	9,296	25,500
Special Activities/Field Trips	9,697	2,336	(7,361)	79,629	23,764	(55,864)	52,451
Bank Charges	-	2,142	2,142	-	12,850	12,850	25,700
Printing	-	-	-	379	-	(379)	-
Other Taxes and Fees	74	2,108	2,035	9,976	12,650	2,674	25,300
Payroll Service Fee	4,046	2,775	(1,271)	24,276	16,650	(7,626)	33,300
Management Fee	79,147	72,658	(6,489)	456,003	435,950	(20,053)	871,899
District Oversight Fee	41,540	36,793	(4,747)	203,158	190,244	(12,914)	421,888
County Fees	-	-	-	-	475	475	1,900
Total Professional/Consulting Services	167,432	162,730	(4,702)	951,780	947,483	(4,297)	1,933,639
Depreciation							
Depreciation Expense	655	1,619	964	3,928	9,714	5,786	19,429
Total Depreciation	655	1,619	964	3,928	9,714	5,786	19,429
Total Expenses	\$ 4,006,700	\$ 3,689,797	\$ (316,903)	\$ 21,707,252	\$ 22,358,039	\$ 650,787	\$ 47,639,868
Change in Net Assets	630,795	1,322,440	(691,645)	1,016,694	(163,750)	1,180,443	2,182,957
Net Assets, Beginning of Period	9,503,712			9,117,813			
Net Assets, End of Period	\$ 10,134,507			\$ 10,134,507			

Cabrillo Point Academy

Statement of Financial Position

December 31, 2022

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Unrestricted Cash	\$ 11,558,245	\$ 9,662,964	\$ 1,895,281	20%
Restricted Cash	4,472,580	-	4,472,580	0%
Total Cash & Cash Equivalents	16,030,825	9,662,964	6,367,861	20%
Current Assets				
Accounts Receivable	-	19,766	(19,766)	-100%
Public Funding Receivables	796,270	1,919,538	(1,123,268)	-59%
Prepaid Expenses	490,895	1,027,047	(536,152)	-52%
Total Current Assets	17,317,990	12,629,315	4,688,676	-191%
Property & Equipment, Net	61,698	65,626	(3,928)	-6%
Deposits	58,034	58,034	-	0%
Total Long Term Assets	119,732	123,661	(3,928)	-3%
Total Assets	\$ 17,437,723	\$ 12,752,976	\$ 4,684,747	37%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 528,778	\$ 900,456	\$ (371,678)	-41%
Accrued Liabilities	2,301,857	1,220,705	1,081,152	89%
Deferred Revenue	4,472,580	1,514,001	2,958,579	195%
Total Current Liabilities	7,303,216	3,635,162	3,668,053	101%
Total Liabilities	7,303,216	3,635,162	3,668,053	101%
Total Net Assets	10,134,507	9,117,813	1,016,694	11%
Total Liabilities and Net Assets	\$ 17,437,723	\$ 12,752,976	\$ 4,684,747	37%

Cabrillo Point Academy

Statement of Cash Flows

For the period ended December 31, 2022

	Month Ended 12/31/22	YTD Ended 12/31/22
Cash Flows from Operating Activities		
Change in Net Assets	\$ 630,795	\$ 1,016,694
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	655	3,928
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	262,096	1,123,268
Grants, Contributions & Pledges Receivable	(3,702)	19,766
Prepaid Expenses	161,390	536,152
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	148,696	(371,678)
Accrued Expenses	139,349	1,081,152
Deferred Revenue	1,365,438	2,958,579
Total Cash Flows from Operating Activities	2,704,717	6,367,861
 Cash Flows from Financing Activities		
 Change in Cash & Cash Equivalents	2,704,717	6,367,861
Cash & Cash Equivalents, Beginning of Period	13,326,109	9,662,964
 Cash and Cash Equivalents, End of Period	\$ 16,030,825	\$ 16,030,825

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24480	A Creative Learner	11/3/2022	\$ 245.00
24481	Academy of Wrestling, Inc.	11/3/2022	300.00
24482	Adriene Madden Publishing	11/3/2022	413.00
24483	Amy Roncevich	11/3/2022	280.00
24484	Beautiful Feet Books, Inc.	11/3/2022	25.55
24485	Beltran Spanish Tutoring/Karen Beltran	11/3/2022	125.00
24486	Beth Gillis	11/3/2022	12,688.00
24487	BioBox Labs LLC	11/3/2022	210.94
24488	Bitsbox	11/3/2022	86.85
24489	Brain Builders STEM Education, Inc	11/3/2022	625.60
24490	Brave Writer LLC	11/3/2022	14.95
24491	Camulos Farm	11/3/2022	400.00
24492	Caroline Moon	11/3/2022	71.00
24493	Creative Creatures & Co.	11/3/2022	11,244.00
24494	Daniel Rooney	11/3/2022	71.00
24495	Danielle Jimenez	11/3/2022	33.92
24496	Delta Dental Insurance Company	11/3/2022	2,335.63
24497	Delta Dental of California	11/3/2022	10,456.92
24498	Devon Roseli	11/3/2022	71.00
24499	Drew's Art Box LLC	11/3/2022	115.00
24500	Eido Learn , LLC	11/3/2022	660.00
24501	Elemental Science	11/3/2022	16.49
24502	Ethos Jiu Jitsu	11/3/2022	1,200.00
24503	Guo's Elite dba World Elite Gymnastics RSM	11/3/2022	3,128.15
24504	Home Science Tools	11/3/2022	40.99
24505	iMath	11/3/2022	7,670.50
24506	Jordan Terrones	11/3/2022	71.00
24507	Juliet Aucreman	11/3/2022	720.00
24508	Karen Ketterer	11/3/2022	275.88
24509	Katyanne Downing	11/3/2022	288.63
24510	Kumon Mission Viejo-Civic Center	11/3/2022	300.00
24511	Kumon of Brea	11/3/2022	450.00
24512	Lakeshore	11/3/2022	231.59
24513	Lauren Ruwe	11/3/2022	150.00
24514	Learning Without Tears	11/3/2022	106.19
24515	Lisa M Palmer	11/3/2022	240.00
24516	Little Passports	11/3/2022	1,530.00
24517	Mad Dog Math	11/3/2022	179.98
24518	Math-U-See Inc.	11/3/2022	66.72
24519	Mercurius Inc.	11/3/2022	59.92
24520	Michele Liem	11/3/2022	1,080.00
24521	Mubashera Chaudhry	11/3/2022	1,313.75
24522	Music Moves Academy Inc	11/3/2022	300.00
24523	No Hawaiki Nui	11/3/2022	40.00
24524	Noemi Cienega-Ovando	11/3/2022	55.00
24525	Noonan Family Swim School, Inc.	11/3/2022	291.00
24526	OC All-Stars	11/3/2022	962.00
24527	Orange County Riding Academy	11/3/2022	3,050.00
24528	Oscar Azucena	11/3/2022	4,425.00
24529	Outschool, Inc.	11/3/2022	551.00
24530	Power of Leverage Brazilian Jiu Jitsu	11/3/2022	330.00
24531	Pro-Ed.Inc.	11/3/2022	146.54
24532	Reading with TLC	11/3/2022	444.94
24533	Richard and Kathryn McEvoy	11/3/2022	100.00
24534	Russian School of Mathematics	11/3/2022	840.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24535	S.T.A.R Academy	11/3/2022	750.00
24536	Scholastic Inc.	11/3/2022	161.70
24537	Singapore Math Inc.	11/3/2022	354.85
24538	Small Talk OC	11/3/2022	4,840.00
24539	South Coast Conservatory	11/3/2022	1,294.00
24540	South Coast Repertory	11/3/2022	112.50
24541	Studies Weekly	11/3/2022	Void
24542	Studies Weekly	11/3/2022	1,844.79
24543	Tanya Raisa Noordhoff	11/3/2022	1,360.00
24544	Teaching Textbooks	11/3/2022	43.08
24545	Terra Arts	11/3/2022	32,266.13
24546	Trigger Memory Co.	11/3/2022	Void
24547	USA Jump Stars	11/3/2022	60.00
24548	Usborne Books and More	11/3/2022	46.64
24549	Verizon Wireless	11/3/2022	7,332.04
24550	Wilkinson Hadley King & Co., LLP	11/3/2022	3,900.00
24551	Voya Financial FBO CalSTRS Pension2	11/7/2022	22,462.00
24552	Learn To Rip	11/7/2022	120.00
24553	Aidas Rekllys	11/9/2022	365.00
24554	Bailey Dillard	11/9/2022	360.00
24555	Bangarang Enterprises, LLC dba Gander Group	11/9/2022	2,643.13
24556	Barbara Ernst Ankele	11/9/2022	240.00
24557	Beautiful Feet Books, Inc.	11/9/2022	354.83
24558	Brave Writer LLC	11/9/2022	79.00
24559	C3 Classes	11/9/2022	350.00
24560	Camulos Farm	11/9/2022	87.50
24561	Carey Ross	11/9/2022	617.50
24562	Christina Ranes	11/9/2022	1,240.00
24563	CM School Supply Inc.	11/9/2022	35.73
24564	Cox Business	11/9/2022	440.39
24565	David Contreras	11/9/2022	600.00
24566	Dehesa School District	11/9/2022	3,598.00
24567	Drew's Art Box LLC	11/9/2022	55.00
24568	Ereflect Inc.	11/9/2022	67.00
24569	Fidelity Security Life Insurance Co.	11/9/2022	2,292.15
24570	Floaties Swim School	11/9/2022	104.00
24571	Fuel Education c/o K12 Management	11/9/2022	1,464.40
24572	Greater Perception Services, Inc.	11/9/2022	700.00
24573	H4B Team LLC	11/9/2022	150.99
24574	Heather Patrick	11/9/2022	378.50
24575	Homeschool In a Box, Inc. DBA Crafty School Crates	11/9/2022	137.79
24576	JA Foodservice Corporation	11/9/2022	3,976.60
24577	Jacaranda Music Studios, LLC	11/9/2022	150.00
24578	JDI Dance Company	11/9/2022	350.00
24579	Julie and Jared McBride	11/9/2022	18,893.12
24580	Kumon Math and Reading At The Market Place	11/9/2022	390.00
24581	Lakeshore	11/9/2022	484.76
24582	Language Door, Inc.	11/9/2022	438.00
24583	Learning A-Z	11/9/2022	725.00
24584	Lois M. Kempff	11/9/2022	1,285.00
24585	Mad Dog Math	11/9/2022	89.99
24586	Mandie Schenkenberger	11/9/2022	230.00
24587	Math-U-See Inc.	11/9/2022	525.56
24588	Michelle Diniakos	11/9/2022	1,200.00
24589	Minelia Lopez	11/9/2022	326.50
24590	Mubashera Chaudhry	11/9/2022	1,622.50

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24591	Natalia Gubenko	11/9/2022	1,400.00
24592	NCS Pearson, Inc.	11/9/2022	577.57
24593	Newport Mesa Riding Center	11/9/2022	2,825.00
24594	No Hawaiki Nui	11/9/2022	545.00
24595	Noemi Cienega-Ovando	11/9/2022	55.00
24596	Oak Meadow Inc.	11/9/2022	155.08
24597	Orange County Riding Academy	11/9/2022	130.00
24598	Orange County Surf Coaching	11/9/2022	100.00
24599	Outschool, Inc.	11/9/2022	463.00
24600	Oxford Consulting Services, Inc.	11/9/2022	330.00
24601	Pearson Education Inc.	11/9/2022	261.24
24602	Rock Creek Enrichment Center	11/9/2022	695.00
24603	Samantha Fuentes	11/9/2022	209.00
24604	Scholastic Inc.	11/9/2022	60.40
24605	Snapology	11/9/2022	1,000.00
24606	Southern California Children's Chorus	11/9/2022	465.00
24607	Stagelight Performing Arts	11/9/2022	1,241.00
24608	Starfall Education Foundation	11/9/2022	35.00
24609	Studies Weekly	11/9/2022	969.00
24610	Success 4 Hoopz	11/9/2022	700.00
24611	Supercharged Science	11/9/2022	373.00
24612	Talentz Inc.	11/9/2022	387.00
24613	Think Social Publishing, Inc.	11/9/2022	55.13
24614	Valued Voices	11/9/2022	1,980.00
24615	Veronica Anne Richards	11/9/2022	1,144.00
24616	WM Music Lessons	11/9/2022	90.00
24617	Young Music, LLC.	11/9/2022	277.00
24618	School of Rock Santa Ana	11/10/2022	339.00
24619	Rebecca Scott	11/16/2022	968.75
24620	Academy of Wrestling, Inc.	11/17/2022	200.00
24621	Agility Kids, LLC	11/17/2022	821.50
24622	Alkawthar Learning Center	11/17/2022	6,030.00
24623	Amy Roncevich	11/17/2022	920.00
24624	Anaheim Ballet	11/17/2022	212.00
24625	Angela Box	11/17/2022	420.00
24626	Applied Therapy Network	11/17/2022	775.00
24627	Art Steps, Inc.	11/17/2022	5,194.00
24628	Asenza Education YL, LLC	11/17/2022	1,245.00
24629	Bay Alarm Company	11/17/2022	278.76
24630	BB Enterprises, Inc.	11/17/2022	300.00
24631	Beakerz, LLC	11/17/2022	45.00
24632	Beautiful Feet Books, Inc.	11/17/2022	199.59
24633	Blue Buoy Swim School, Inc.	11/17/2022	3,610.00
24634	Brave Writer LLC	11/17/2022	143.95
24635	C3 Classes	11/17/2022	3,658.00
24636	Cadenza Music Academy	11/17/2022	360.00
24637	Camulos Farm	11/17/2022	2,112.50
24638	Cassandra Jahnkow	11/17/2022	151.25
24639	Charter Communications	11/17/2022	117.97
24640	CharterSafe	11/17/2022	54,599.00
24641	Code Ninjas Los Alamitos	11/17/2022	350.00
24642	Cornerstone Therapies	11/17/2022	2,273.00
24643	Department of Parks and Recreation	11/17/2022	67.50
24644	Deven Herman PE	11/17/2022	300.00
24645	Dexter Music	11/17/2022	754.00
24646	Dmitri Kulev Classical Ballet Academy	11/17/2022	700.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24647	Edwards, Stevens & TTucker LLP	11/17/2022	18,590.00
24648	Effectual Educational Consulting Services	11/17/2022	5,185.00
24649	Ereflect Inc.	11/17/2022	134.00
24650	Ethos Jiu Jitsu	11/17/2022	1,273.50
24651	Evolution Swim Academy Mission Viejo LLC	11/17/2022	1,022.19
24652	Express Yourself Therapy	11/17/2022	2,370.00
24653	Faction Martial Arts LLC	11/17/2022	531.00
24654	Firestorm Freerunning and Acrobatics	11/17/2022	4,098.50
24655	Friends of Willow Tree	11/17/2022	2,412.00
24656	Fun with Horses	11/17/2022	2,600.00
24657	Gabrina Owen	11/17/2022	1,530.00
24658	Georganne Gould	11/17/2022	1,540.00
24659	Gina Garland	11/17/2022	150.00
24660	IL-Do Taekwondo	11/17/2022	380.00
24661	Image IV Systems	11/17/2022	107.50
24662	Interval Music, LLC	11/17/2022	3,065.00
24663	JackKris Publishing, LLC	11/17/2022	90.82
24664	JDI Dance Company	11/17/2022	65.00
24665	Judylyn Weesner	11/17/2022	195.00
24666	Juliet Aucreman	11/17/2022	400.00
24667	Krav Maga of Orange County LLC	11/17/2022	585.00
24668	Kumon Mission Viejo-Civic Center	11/17/2022	760.00
24669	Kumon of Brea	11/17/2022	1,950.00
24670	Lakeshore	11/17/2022	276.26
24671	Lara Mulvaney	11/17/2022	202.96
24672	Lauren Ruwe	11/17/2022	100.00
24673	Learning Without Tears	11/17/2022	60.85
24674	Lil' Chef School	11/17/2022	2,834.00
24675	Lisa M Palmer	11/17/2022	300.00
24676	Little Passports	11/17/2022	646.70
24677	Lorie Susan Suntree	11/17/2022	1,600.00
24678	M B B & D LLC	11/17/2022	798.00
24679	Mad Dog Math	11/17/2022	179.98
24680	Math-U-See Inc.	11/17/2022	78.08
24681	Mathnasium of Dana Point	11/17/2022	449.00
24682	Mathnasium of Diamond Bar	11/17/2022	299.00
24683	Mathnasium of Ladera Ranch	11/17/2022	319.00
24684	Mathnasium of Mission Viejo	11/17/2022	1,460.00
24685	Meet the Masters, Inc.	11/17/2022	273.67
24686	Mercurius Inc.	11/17/2022	155.61
24687	Miaplaza Inc.	11/17/2022	880.00
24688	Mike Slayen	11/17/2022	123.00
24689	Minelia Lopez	11/17/2022	490.25
24690	Moving Beyond the Page	11/17/2022	229.09
24691	MoxieBox Art, Inc	11/17/2022	127.44
24692	Music Vault Academy	11/17/2022	2,226.00
24693	Musical Theatre OC	11/17/2022	540.00
24694	Nazgul Shinn	11/17/2022	350.00
24695	Newport Mesa Riding Center	11/17/2022	1,465.00
24696	No Hawaiiki Nui	11/17/2022	545.00
24697	OC All-Stars	11/17/2022	1,670.00
24698	OC Allstars	11/17/2022	740.00
24699	On Pointe Productions, LLC	11/17/2022	225.00
24700	Orange Coast College Planetarium	11/17/2022	305.00
24701	Orange County Dept of Education	11/17/2022	5,415.33
24702	Orange County Surf Coaching	11/17/2022	4,200.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24703	Outschool, Inc.	11/17/2022	314.00
24704	Oxford Consulting Services, Inc.	11/17/2022	687.50
24705	Pacific Ballet Conservatory	11/17/2022	2,225.60
24706	Pamela Y. Worcester	11/17/2022	210.00
24707	Power of Leverage Brazilian Jiu Jitsu	11/17/2022	1,425.00
24708	Pure Joy Basketball	11/17/2022	150.00
24709	Rebecca Scott	11/17/2022	878.75
24710	Redlands Gymnastics Club	11/17/2022	79.00
24711	Riffs Music	11/17/2022	650.00
24712	Rockstars of Tomorrow Riverside	11/17/2022	445.00
24713	Russian School of Mathematics	11/17/2022	780.00
24714	Ryan Family YMCA	11/17/2022	133.00
24715	Sand n Straw, LLC	11/17/2022	570.00
24716	Sandy Pines, LLC	11/17/2022	23,345.00
24717	School of Rock Santa Ana	11/17/2022	339.00
24718	Science 2 U	11/17/2022	3,943.50
24719	Shanelle Gray Studios	11/17/2022	670.00
24720	SmartMuse LLC	11/17/2022	645.00
24721	Sonrisas Spanish	11/17/2022	44.85
24722	SOR Schools VI, LLC	11/17/2022	1,289.00
24723	South Coast Conservatory	11/17/2022	325.00
24724	Southland Ballet Academy Inc.	11/17/2022	1,162.00
24725	Specialized Therapy Services, Inc.	11/17/2022	55,440.00
24726	Studies Weekly	11/17/2022	96.81
24727	Studio H Fine Art	11/17/2022	280.00
24728	Sylvan Learning Center	11/17/2022	199.00
24729	Talentz Inc.	11/17/2022	700.00
24730	Tanya Raisa Noordhoff	11/17/2022	2,250.00
24731	Taylor Karate	11/17/2022	150.00
24732	Teaching Textbooks	11/17/2022	67.08
24733	Temecula Music Academy	11/17/2022	320.00
24734	Temecula Music Teacher, LLC	11/17/2022	125.00
24735	The Center Stage Studio	11/17/2022	1,205.00
24736	The Coder School	11/17/2022	428.00
24737	The Collective Movements	11/17/2022	250.00
24738	The Music Abode	11/17/2022	460.00
24739	The Performer's Academy	11/17/2022	155.00
24740	Top Billing Entertainment	11/17/2022	140.00
24741	Transamerica	11/17/2022	1,748.29
24742	Tustin Dance and Music Center, LLC	11/17/2022	790.00
24743	TWT Sprouts	11/17/2022	3,190.00
24744	Veronica Gutierrez	11/17/2022	270.00
24745	White Dragon of East County	11/17/2022	226.00
24746	YMCA of Orange County	11/17/2022	1,190.00
24747	Voya Financial FBO CalSTRS Pension2	11/21/2022	22,569.00
24748	Modern Development Company	11/22/2022	7,266.60
24749	Poway Executive Plaza, LLC	11/22/2022	16,910.33
24750	Adriene Madden Publishing	11/22/2022	2,002.00
24751	Amanda Gifford	11/22/2022	540.00
24752	American Tiger Martial Arts & Fitness	11/22/2022	189.00
24753	Beautiful Feet Books, Inc.	11/22/2022	295.32
24754	Blackbird & Co	11/22/2022	352.63
24755	C3 Classes	11/22/2022	605.00
24756	Celebration Education	11/22/2022	780.00
24757	Childhood Drowning Prevention Foundation	11/22/2022	186.00
24758	Cornerstone Therapies	11/22/2022	863.74

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24759	Dmitri Kulev Classical Ballet Academy	11/22/2022	350.00
24760	E C E 4 Autism	11/22/2022	10,305.00
24761	Elemental Science	11/22/2022	30.79
24762	Express Yourself Therapy	11/22/2022	1,300.00
24763	Fired Up Arts	11/22/2022	1,325.00
24764	Firestorm Galaxy	11/22/2022	2,795.00
24765	Freckled Frog	11/22/2022	213.00
24766	Function Junction	11/22/2022	1,950.00
24767	Glee Music Academy	11/22/2022	895.00
24768	Gracie Barra San Clemente	11/22/2022	1,634.25
24769	Harbottle Law Group	11/22/2022	9,630.00
24770	Heidi Steiner - Tutor	11/22/2022	195.00
24771	Home Science Tools	11/22/2022	168.69
24772	J.E.M.S. Dance Center	11/22/2022	415.00
24773	James Boran	11/22/2022	300.00
24774	Jay and Ailen Johnson	11/22/2022	390.00
24775	Jennifer Lorge	11/22/2022	380.00
24776	Joyce Farson	11/22/2022	270.00
24777	Juliet Aucreman	11/22/2022	300.00
24778	Jump and Schout Therapy, Inc.	11/22/2022	5,655.00
24779	Kitchen Stewardship, LLC	11/22/2022	199.95
24780	Lakeshore	11/22/2022	39.86
24781	Learn To Rip	11/22/2022	1,410.00
24782	Lee's Tae Kwon Do	11/22/2022	1,303.00
24783	Lisa M Palmer	11/22/2022	272.00
24784	Little Surf Co.	11/22/2022	8,919.00
24785	Maestro Performance Products	11/22/2022	362.50
24786	Math-U-See Inc.	11/22/2022	244.73
24787	McKee Music Therapy Services LLC	11/22/2022	740.00
24788	Michele Liem	11/22/2022	1,995.00
24789	Momentum Dance Center LLC 2	11/22/2022	825.25
24790	MoxieBox Art, Inc	11/22/2022	190.97
24791	Musical Theatre OC	11/22/2022	1,200.00
24792	Muya Enrichment	11/22/2022	11,410.00
24793	Mystery Science Inc.	11/22/2022	99.00
24794	Newport Mesa Riding Center	11/22/2022	340.00
24795	Noonan Family Swim School, Inc.	11/22/2022	363.90
24796	Noonan Family Swim School, Inc.	11/22/2022	242.60
24797	Oak Meadow Inc.	11/22/2022	570.91
24798	OC Music and Dance	11/22/2022	605.00
24799	ODP Business Solutions, LLC	11/22/2022	631.34
24800	Orange County Council Boy Scouts of America	11/22/2022	2,475.00
24801	Orange County Riding Academy	11/22/2022	1,755.00
24802	Outschool, Inc.	11/22/2022	631.00
24803	PDGA USA, Inc.	11/22/2022	920.00
24804	Pianoforte Music Studio	11/22/2022	282.00
24805	Pliha Speech & Learning Center	11/22/2022	3,990.00
24806	Portal Languages - Mission Viejo	11/22/2022	1,502.00
24807	Portview Preparatory, Inc.	11/22/2022	14,127.50
24808	Prestige Martial Arts	11/22/2022	298.00
24809	Pure Joy Basketball	11/22/2022	80.00
24810	Rebecca Snyder	11/22/2022	86.06
24811	Richard and Kathryn McEvoy	11/22/2022	3,000.00
24812	Robin H Noriega	11/22/2022	210.00
24813	Russian School of Mathematics	11/22/2022	252.00
24814	Russian School of Mathematics	11/22/2022	1,743.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
24815	San Diego Gas & Electric	11/22/2022	1,016.02
24816	San Diego Gas & Electric	11/22/2022	351.34
24817	Scholastic Inc.	11/22/2022	16.45
24818	Shih-Yin Lee	11/22/2022	320.00
24819	SOR Schools VI, LLC	11/22/2022	480.00
24820	South Coast Conservatory	11/22/2022	1,495.00
24821	Southland Ballet Academy Inc.	11/22/2022	210.00
24822	Specialized Therapy Services, Inc.	11/22/2022	78,778.75
24823	Starfall Education Foundation	11/22/2022	35.00
24824	Starlight Dance Center	11/22/2022	128.00
24825	Studies Weekly	11/22/2022	32.57
24826	TalkBox.Mom, Inc	11/22/2022	440.70
24827	The Writtenburg Door	11/22/2022	380.00
24828	TOCA Training Centers	11/22/2022	630.00
24829	Twist N U	11/22/2022	180.00
24830	U.S. Music Lessons	11/22/2022	760.00
24831	United Studios FR LLC	11/22/2022	705.00
24832	Wildcats Hockey	11/22/2022	1,400.00
24833	YMCA of Orange County	11/22/2022	160.00
24834	YMCA of San Diego County	11/22/2022	125.00
24835	Z-Ultimate Self Defense Studio	11/22/2022	195.00
24836	Amazon Capital Services	11/29/2022	3,279.79
24837	Blue Shield of California	11/29/2022	312,740.57
24838	Candace Gadomski	11/29/2022	30.24
24839	Celeste Haueter	11/29/2022	255.00
24840	Cogito Debate	11/29/2022	575.00
24841	Express Yourself Therapy	11/29/2022	2,610.00
24842	Georganne Gould	11/29/2022	700.00
24843	Infinity Kids	11/29/2022	5,720.01
24844	Krav Maga of Orange County LLC	11/29/2022	100.00
24845	LegalShield	11/29/2022	940.60
24846	McGraw Hill LLC	11/29/2022	149.36
24847	Meggan Colombo	11/29/2022	3,402.91
24848	Modjdeh and Daryoush Akbari	11/29/2022	6,178.64
24849	Natalie Shohdy	11/29/2022	3,707.00
24850	OC Music and Dance	11/29/2022	90.00
24851	Orange County Dept of Education	11/29/2022	5,415.33
24852	Oxford Consulting Services, Inc.	11/29/2022	715.00
24853	Stagelight Performing Arts	11/29/2022	1,174.00
24854	The Coder School	11/29/2022	428.00
24855	TSW Therapy, Inc	11/29/2022	10,487.25
24856	Verizon Wireless	11/29/2022	129.30
24857	YMCA of Orange County	11/29/2022	375.00
24858	Zoom Video Communications, Inc.	11/29/2022	17,000.00
ACH	Charter Impact, Inc.	11/1/2022	158,995.00
ACH	All About Learning Press, Inc.	11/3/2022	117.65
ACH	Amazon Capital Services	11/3/2022	13.99
ACH	Amazon Capital Services	11/3/2022	15.91
ACH	Amazon Capital Services	11/3/2022	16,980.99
ACH	Amazon Capital Services	11/3/2022	7.51
ACH	Amazon Capital Services	11/3/2022	16.06
ACH	Applied Music Studio, LLC	11/3/2022	25.00
ACH	Applied Music Studio, LLC	11/3/2022	150.00
ACH	Applied Music Studio, LLC	11/3/2022	130.00
ACH	Applied Music Studio, LLC	11/3/2022	130.00
ACH	Applied Music Studio, LLC	11/3/2022	130.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Applied Music Studio, LLC	11/3/2022	130.00
ACH	Applied Music Studio, LLC	11/3/2022	160.00
ACH	Aqua Tots ORANGE LLC	11/3/2022	398.00
ACH	Blake Litschke	11/3/2022	120.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	55.00
ACH	Breakthrough Sports	11/3/2022	55.00
ACH	Breakthrough Sports	11/3/2022	55.00
ACH	Breakthrough Sports	11/3/2022	285.00
ACH	Breakthrough Sports	11/3/2022	285.00
ACH	Breakthrough Sports	11/3/2022	285.00
ACH	Breakthrough Sports	11/3/2022	285.00
ACH	Breakthrough Sports	11/3/2022	285.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	60.00
ACH	Breakthrough Sports	11/3/2022	285.00
ACH	Focus Dance Center	11/3/2022	95.00
ACH	Hector Y. Martinez	11/3/2022	180.00
ACH	Henry Doktorski	11/3/2022	250.00
ACH	Institute for Excellence in Writing	11/3/2022	216.58
ACH	Institute for Excellence in Writing	11/3/2022	65.73
ACH	Joobilo LLC	11/3/2022	248.00
ACH	Karate For All	11/3/2022	75.00
ACH	Karate For All	11/3/2022	150.00
ACH	Kim Nguyen	11/3/2022	350.00
ACH	Kim Nguyen	11/3/2022	175.00
ACH	KiwiCo, Inc.	11/3/2022	2,849.69
ACH	Marsha Bradbury	11/3/2022	385.00
ACH	Mr. D Math, LLC	11/3/2022	394.00
ACH	One-on-One Tutoring	11/3/2022	350.00
ACH	One-on-One Tutoring	11/3/2022	350.00
ACH	Pacific Coast Academy	11/3/2022	91,566.07
ACH	Pacific Coast Academy	11/3/2022	511.33
ACH	Pacific Coast Academy	11/3/2022	2,633.39
ACH	Pakua LLC	11/3/2022	149.00
ACH	Pakua LLC	11/3/2022	120.00
ACH	Peace Hill Classical Co-Op LLC	11/3/2022	925.00
ACH	Rainbow Resource Center	11/3/2022	128.16
ACH	Rainbow Resource Center	11/3/2022	122.69
ACH	Rainbow Resource Center	11/3/2022	79.72
ACH	Rainbow Resource Center	11/3/2022	25.55
ACH	Rainbow Resource Center	11/3/2022	72.27
ACH	Rainbow Resource Center	11/3/2022	61.60
ACH	Rainbow Resource Center	11/3/2022	46.61
ACH	Rainbow Resource Center	11/3/2022	33.17
ACH	Rainbow Resource Center	11/3/2022	204.83
ACH	School Specialty	11/3/2022	28.00
ACH	Singapore Math Live	11/3/2022	115.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Singapore Math Live	11/3/2022	85.00
ACH	Teacher Synergy, LLC	11/3/2022	49.00
ACH	Teacher Synergy, LLC	11/3/2022	28.49
ACH	Teacher Synergy, LLC	11/3/2022	29.99
ACH	Teacher Synergy, LLC	11/3/2022	11.52
ACH	Teacher Synergy, LLC	11/3/2022	9.00
ACH	Teacher Synergy, LLC	11/3/2022	14.49
ACH	Teacher Synergy, LLC	11/3/2022	5.39
ACH	Teacher Synergy, LLC	11/3/2022	7.25
ACH	Teacher Synergy, LLC	11/3/2022	49.70
ACH	Teacher Synergy, LLC	11/3/2022	20.00
ACH	The Critical Thinking Co.	11/3/2022	61.45
ACH	The Critical Thinking Co.	11/3/2022	129.89
ACH	White Dragon Martial Arts	11/3/2022	159.00
ACH	White Dragon Martial Arts	11/3/2022	159.00
ACH	WM Music Lessons	11/3/2022	1,995.00
ACH	Alena Berg Music Studios	11/9/2022	480.00
ACH	Art of Problem Solving	11/9/2022	167.92
ACH	Art of Problem Solving	11/9/2022	167.92
ACH	Breakthrough Sports	11/9/2022	280.00
ACH	Coastal Music Studios	11/9/2022	60.00
ACH	Creative Academy Tutoring Center LLC	11/9/2022	350.00
ACH	Dance Works	11/9/2022	70.00
ACH	EMH Sports USA, Inc.	11/9/2022	280.00
ACH	Encore School of Music, Inc	11/9/2022	348.00
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	160.00
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	85.00
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	85.50
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	85.50
ACH	Focus Dance Center	11/9/2022	160.00
ACH	Focus Dance Center	11/9/2022	160.00
ACH	Focus Dance Center	11/9/2022	95.00
ACH	Focus Dance Center	11/9/2022	160.00
ACH	Focus Dance Center	11/9/2022	160.00
ACH	Gavin Witzer Golf	11/9/2022	700.00
ACH	Groundwork Jiu-Jitsu	11/9/2022	880.00
ACH	Gymnastics Pacifica	11/9/2022	158.00
ACH	Gymnastics Pacifica	11/9/2022	84.00
ACH	Gymnastics Pacifica	11/9/2022	158.00
ACH	Gymnastics Pacifica	11/9/2022	84.00
ACH	Gymnastics Pacifica	11/9/2022	84.00
ACH	History Unboxed LLC	11/9/2022	177.75
ACH	Hooked on Phonics	11/9/2022	311.35
ACH	Institute for Excellence in Writing	11/9/2022	38.24
ACH	Institute for Excellence in Writing	11/9/2022	37.71
ACH	Jill Hodges	11/9/2022	175.00
ACH	Jill Hodges	11/9/2022	160.00
ACH	Julie Bryden	11/9/2022	680.00
ACH	Kumon Huntington Beach South	11/9/2022	645.00
ACH	Kumon Math & Reading Center of Garden Grove - West	11/9/2022	160.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Kumon Math & Reading Center of Garden Grove - West	11/9/2022	160.00
ACH	Kumon Math & Reading Center of Garden Grove - West	11/9/2022	160.00
ACH	Law Office of Jennifer McQuarrie	11/9/2022	1,844.33
ACH	Mary Rose Anderson	11/9/2022	1,325.00
ACH	MEL Science U.S., LLC	11/9/2022	209.40
ACH	MEL Science U.S., LLC	11/9/2022	323.14
ACH	MusicPaige Studio	11/9/2022	290.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	550.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	265.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	305.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	1,600.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	420.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	390.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	450.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	550.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	550.00
ACH	Peace Hill Classical Co-Op LLC	11/9/2022	550.00
ACH	Pens and Playgrounds with Ms.Jade	11/9/2022	350.00
ACH	Private Tutoring with Alexandra	11/9/2022	125.00
ACH	Procopio, Cory, Hargreaves & Savitch LLP	11/9/2022	7,764.60
ACH	Procopio, Cory, Hargreaves & Savitch LLP	11/9/2022	3,634.00
ACH	Rainbow Resource Center	11/9/2022	56.19
ACH	Rainbow Resource Center	11/9/2022	49.74
ACH	Rainbow Resource Center	11/9/2022	129.47
ACH	Rainbow Resource Center	11/9/2022	15.85
ACH	Rainbow Resource Center	11/9/2022	29.04
ACH	Rainbow Resource Center	11/9/2022	120.81
ACH	Rainbow Resource Center	11/9/2022	15.85
ACH	Rainbow Resource Center	11/9/2022	39.77
ACH	Rainbow Resource Center	11/9/2022	43.60
ACH	Rainbow Resource Center	11/9/2022	18.49
ACH	Rainbow Resource Center	11/9/2022	77.15
ACH	Rainbow Resource Center	11/9/2022	41.19
ACH	Rainbow Resource Center	11/9/2022	24.93
ACH	Sara Burdge Tutoring	11/9/2022	270.00
ACH	Sharon Weldy	11/9/2022	2,540.00
ACH	Singapore Math Live	11/9/2022	75.00
ACH	Teacher Synergy, LLC	11/9/2022	16.50
ACH	Teacher Synergy, LLC	11/9/2022	26.43
ACH	Teacher Synergy, LLC	11/9/2022	16.49
ACH	Teacher Synergy, LLC	11/9/2022	21.95
ACH	Teacher Synergy, LLC	11/9/2022	29.99
ACH	Teacher Synergy, LLC	11/9/2022	16.16
ACH	Teacher Synergy, LLC	11/9/2022	50.00
ACH	The Music Factory LLC	11/9/2022	741.00
ACH	Timberdoodle.com	11/9/2022	121.95
ACH	TLP Education	11/9/2022	180.00
ACH	TLP Education	11/9/2022	180.00
ACH	Veronica Anne Rowland	11/9/2022	100.00
ACH	Veronica Anne Rowland	11/9/2022	100.00
ACH	Veronica Anne Rowland	11/9/2022	100.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Veronica Anne Rowland	11/9/2022	100.00
ACH	Veronica Anne Rowland	11/9/2022	80.00
ACH	Zen Martial Arts	11/9/2022	200.00
ACH	Amazon Capital Services	11/10/2022	20,430.83
ACH	Amazon Capital Services	11/10/2022	93.88
ACH	Amazon Capital Services	11/17/2022	10.76
ACH	Amazon Capital Services	11/17/2022	18.48
ACH	Amazon Capital Services	11/17/2022	17,591.80
ACH	Amazon Capital Services	11/17/2022	67.95
ACH	Amazon Capital Services	11/17/2022	16.80
ACH	Agape Dance Lab LLC	11/17/2022	70.00
ACH	Al-Burooj Academy	11/17/2022	700.00
ACH	Aliso Viejo Kumon	11/17/2022	170.00
ACH	All About Learning Press, Inc.	11/17/2022	98.20
ACH	All About Learning Press, Inc.	11/17/2022	182.30
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	65.00
ACH	Darla Thompson	11/17/2022	65.00
ACH	Darla Thompson	11/17/2022	65.00
ACH	Darla Thompson	11/17/2022	65.00
ACH	Darla Thompson	11/17/2022	65.00
ACH	Darla Thompson	11/17/2022	320.00
ACH	Darla Thompson	11/17/2022	320.00
ACH	All About Learning Press, Inc.	11/17/2022	71.26
ACH	Dejitaru Karate Dojo	11/17/2022	350.00
ACH	Dejitaru Karate Dojo	11/17/2022	100.00
ACH	Drama Kids	11/17/2022	675.00
ACH	Earthroots Field School	11/17/2022	1,400.00
ACH	EMH Sports USA, Inc.	11/17/2022	9,050.00
ACH	Encore School of Music, Inc	11/17/2022	1,576.24
ACH	Erika Vanderspek	11/17/2022	187.97
ACH	Focus Dance Center	11/17/2022	240.00
ACH	Focus Dance Center	11/17/2022	240.00
ACH	Frazier Martial Arts	11/17/2022	318.00
ACH	Andrey Chuguev	11/17/2022	200.00
ACH	Freedom in Motion	11/17/2022	170.00
ACH	Gavin Witzer Golf	11/17/2022	3,413.65
ACH	Gavin Witzer Golf	11/17/2022	500.00
ACH	Gracie Barra RSM	11/17/2022	618.00
ACH	Gracie Barra RSM	11/17/2022	483.30
ACH	Gracie Barra RSM	11/17/2022	597.00
ACH	Gracie Barra RSM	11/17/2022	597.00
ACH	Gracie Barra RSM	11/17/2022	597.00
ACH	Gracie Barra RSM	11/17/2022	597.00
ACH	Gracie Barra RSM	11/17/2022	927.00
ACH	Aqua Tots LA LLC	11/17/2022	124.00
ACH	Gracie Barra RSM	11/17/2022	358.00
ACH	Gracie Barra RSM	11/17/2022	358.00
ACH	Gracie Barra RSM	11/17/2022	663.30
ACH	Gracie Barra RSM	11/17/2022	398.00
ACH	Greenwave Surf	11/17/2022	6,070.00
ACH	Hart Academy of Dance	11/17/2022	276.00
ACH	Hart Academy of Dance	11/17/2022	276.00
ACH	Hart Academy of Dance	11/17/2022	64.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Hart Academy of Dance	11/17/2022	64.00
ACH	Hart Academy of Dance	11/17/2022	103.00
ACH	Aqua Tots LA LLC	11/17/2022	236.00
ACH	Hart Academy of Dance	11/17/2022	203.00
ACH	Hart Academy of Dance	11/17/2022	190.00
ACH	Hart Academy of Dance	11/17/2022	64.00
ACH	Hart Academy of Dance	11/17/2022	64.00
ACH	Hart Academy of Dance	11/17/2022	64.00
ACH	HomeGrown OT & PT 4 Kids	11/17/2022	600.00
ACH	HomeGrown OT & PT 4 Kids	11/17/2022	350.00
ACH	HopSkipDrive, Inc.	11/17/2022	2,636.20
ACH	Jeniece Harris, Art & Soul LLC	11/17/2022	240.00
ACH	Jeniece Harris, Art & Soul LLC	11/17/2022	240.00
ACH	Aqua Tots LA LLC	11/17/2022	758.00
ACH	Jeniece Harris, Art & Soul LLC	11/17/2022	228.00
ACH	Jennifer Guitron	11/17/2022	30.00
ACH	Jennifer Guitron	11/17/2022	80.00
ACH	Jennifer Guitron	11/17/2022	80.00
ACH	Jennifer Guitron	11/17/2022	80.00
ACH	Jennifer Guitron	11/17/2022	80.00
ACH	Jenny Del Greco	11/17/2022	1,927.53
ACH	Jenny Tu	11/17/2022	1,740.00
ACH	Jill Hodges	11/17/2022	80.00
ACH	Joobilo LLC	11/17/2022	4,065.00
ACH	Aqua Tots LA LLC	11/17/2022	199.00
ACH	Justyna Ponulak	11/17/2022	150.00
ACH	Kara A. Ahmann	11/17/2022	1,055.00
ACH	Karate For All	11/17/2022	150.00
ACH	Karate For All	11/17/2022	150.00
ACH	Karate For All	11/17/2022	150.00
ACH	Karate For All	11/17/2022	192.50
ACH	Karate For All	11/17/2022	150.00
ACH	Karate For All	11/17/2022	35.00
ACH	Karate For All	11/17/2022	35.00
ACH	Kathleen Elliott	11/17/2022	165.00
ACH	Aqua Tots LA LLC	11/17/2022	112.00
ACH	Kathleen Elliott	11/17/2022	165.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	320.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Aqua Tots LA LLC	11/17/2022	124.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Katie Kohn	11/17/2022	350.00
ACH	Kids Broadcasting Academy	11/17/2022	225.00
ACH	Kim Nguyen	11/17/2022	350.00
ACH	Kim Nguyen	11/17/2022	175.00
ACH	KiwiCo, Inc.	11/17/2022	2,527.09
ACH	Kumon of Mira Mesa	11/17/2022	700.00
ACH	Laura Guerrero	11/17/2022	105.00

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Laurel P. Evans	11/17/2022	2,400.00
ACH	Aqua Tots LA LLC	11/17/2022	236.00
ACH	Lenore Johnson	11/17/2022	156.00
ACH	Liz Wickham Piano Teacher - San Juan Capistrano	11/17/2022	105.00
ACH	Liz Wickham Piano Teacher - San Juan Capistrano	11/17/2022	105.00
ACH	Liz Wickham Piano Teacher - San Juan Capistrano	11/17/2022	105.00
ACH	Liz Wickham Piano Teacher - San Juan Capistrano	11/17/2022	105.00
ACH	Mission Vista Academy	11/17/2022	974.05
ACH	MusicPaige Studio	11/17/2022	822.00
ACH	OC Liberated Learning	11/17/2022	765.00
ACH	OC Liberated Learning	11/17/2022	300.00
ACH	OC Piano Program	11/17/2022	135.00
ACH	Aqua Tots LA LLC	11/17/2022	324.00
ACH	OC Piano Program	11/17/2022	225.00
ACH	OC Piano Program	11/17/2022	225.00
ACH	OC Piano Program	11/17/2022	225.00
ACH	OC Piano Program	11/17/2022	180.00
ACH	OC Piano Program	11/17/2022	180.00
ACH	OC Piano Program	11/17/2022	180.00
ACH	OC Piano Program	11/17/2022	180.00
ACH	Olympia Training Center	11/17/2022	7,232.00
ACH	One-on-One Tutoring	11/17/2022	350.00
ACH	One-on-One Tutoring	11/17/2022	350.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	236.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	1,047.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	475.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	550.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	285.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	1,060.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	285.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	660.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	236.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	330.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	180.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	825.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	200.00
ACH	Peace Hill Classical Co-Op LLC	11/17/2022	515.00
ACH	Pens and Playgrounds with Ms.Jade	11/17/2022	350.00
ACH	Phoenix Feather Academy of Music	11/17/2022	1,013.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	124.00
ACH	Phoenix Feather Academy of Music	11/17/2022	1,059.00
ACH	Portal Languages - Costa Mesa	11/17/2022	200.00
ACH	PresenceLearning, Inc.	11/17/2022	92,919.75
ACH	Private Tutoring with Alexandra	11/17/2022	200.00
ACH	Private Tutoring with Alexandra	11/17/2022	75.00
ACH	Rainbow Resource Center	11/17/2022	12.08
ACH	Rainbow Resource Center	11/17/2022	45.56
ACH	Rainbow Resource Center	11/17/2022	183.94
ACH	Rainbow Resource Center	11/17/2022	35.80
ACH	Rainbow Resource Center	11/17/2022	167.38

Cabrillo Point Academy**Check Register**

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Check Number	Vendor Name	Check Date	Check Amount
ACH	Aqua Tots ORANGE LLC	11/17/2022	124.00
ACH	Rainbow Resource Center	11/17/2022	122.73
ACH	Rainbow Resource Center	11/17/2022	98.16
ACH	Robin Young	11/17/2022	1,720.00
ACH	Roos Music	11/17/2022	4,644.00
ACH	Roos Music	11/17/2022	5,063.00
ACH	Roos Music	11/17/2022	4,550.00
ACH	Samara Rice	11/17/2022	621.00
ACH	Sara Burdge Tutoring	11/17/2022	510.00
ACH	Sara Burdge Tutoring	11/17/2022	360.00
ACH	Sara Burdge Tutoring	11/17/2022	340.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	596.00
ACH	Sara Burdge Tutoring	11/17/2022	140.00
ACH	School of Rock Huntington Beach	11/17/2022	185.00
ACH	School of Rock Huntington Beach	11/17/2022	349.00
ACH	School of Rock Huntington Beach	11/17/2022	349.00
ACH	School of Rock Huntington Beach	11/17/2022	319.00
ACH	Soaring Minds Education	11/17/2022	975.00
ACH	South Coast Performing Arts	11/17/2022	225.00
ACH	South County Tutors	11/17/2022	220.00
ACH	Spanish Time 123	11/17/2022	590.00
ACH	STEAM Academy LLC	11/17/2022	1,736.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	124.00
ACH	Sydney Zuccolotto	11/17/2022	320.00
ACH	Sydney Zuccolotto	11/17/2022	160.00
ACH	Sydney Zuccolotto	11/17/2022	320.00
ACH	Sydney Zuccolotto	11/17/2022	320.00
ACH	Sydney Zuccolotto	11/17/2022	240.00
ACH	Sydney Zuccolotto	11/17/2022	80.00
ACH	Teacher Synergy, LLC	11/17/2022	19.00
ACH	Teacher Synergy, LLC	11/17/2022	46.88
ACH	Teacher Synergy, LLC	11/17/2022	30.40
ACH	Teacher Synergy, LLC	11/17/2022	8.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	372.00
ACH	Teacher Synergy, LLC	11/17/2022	38.00
ACH	Teacher Synergy, LLC	11/17/2022	8.50
ACH	Teacher Synergy, LLC	11/17/2022	63.24
ACH	Teacher Synergy, LLC	11/17/2022	11.45
ACH	Teacher Synergy, LLC	11/17/2022	24.98
ACH	Teacher Synergy, LLC	11/17/2022	4.95
ACH	Teacher Synergy, LLC	11/17/2022	14.80
ACH	Tutorloo, Inc. dba Mathnasium of Seal Beach	11/17/2022	339.00
ACH	United Studios of Self Defense	11/17/2022	215.00
ACH	United Studios of Self Defense	11/17/2022	215.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	299.00
ACH	WM Music Lessons	11/17/2022	2,540.00
ACH	WM Tutoring Services	11/17/2022	550.00
ACH	Zen Martial Arts	11/17/2022	200.00
ACH	Ziggy's Tutoring	11/17/2022	360.00
ACH	Aqua Tots ORANGE LLC	11/17/2022	174.00
ACH	Arfan Jarjour LLC, Musika Studio	11/17/2022	320.00
ACH	Art Studio Pillar	11/17/2022	80.00
ACH	Art Studio Pillar	11/17/2022	80.00
ACH	Artistic Dance Academy	11/17/2022	55.00
ACH	AT Tustin, LLC	11/17/2022	348.00
ACH	AT Tustin, LLC	11/17/2022	248.00

Check Register

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Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	Darla Thompson	11/17/2022	40.00
ACH	All About Learning Press, Inc.	11/22/2022	149.70
ACH	All About Learning Press, Inc.	11/22/2022	61.62
ACH	American Martial Arts Academy - 2 (Placentia Campus)	11/22/2022	1,087.00
ACH	Ava Gamez	11/22/2022	585.00
ACH	Darla Thompson	11/22/2022	320.00
ACH	Darla Thompson	11/22/2022	160.00
ACH	Darla Thompson	11/22/2022	160.00
ACH	Darla Thompson	11/22/2022	320.00
ACH	Darla Thompson	11/22/2022	120.00
ACH	Darla Thompson	11/22/2022	320.00
ACH	Darla Thompson	11/22/2022	340.00
ACH	Delaney Bautista	11/22/2022	240.00
ACH	EMH Sports USA, Inc.	11/22/2022	10,030.00
ACH	Encore School of Music, Inc	11/22/2022	1,044.00
ACH	Fashion Camp - Create Design Sew LLC	11/22/2022	3,791.00
ACH	Gavin Witzer Golf	11/22/2022	350.00
ACH	Groundwork Jiu-Jitsu	11/22/2022	750.00
ACH	Hooked on Phonics	11/22/2022	43.49
ACH	Julie Bryden	11/22/2022	1,095.00
ACH	Karate For All	11/22/2022	140.00
ACH	Karate For All	11/22/2022	130.00
ACH	Karate For All	11/22/2022	150.00
ACH	Karate For All	11/22/2022	130.00
ACH	Karate For All	11/22/2022	150.00
ACH	Kathleen Elliott	11/22/2022	330.00
ACH	Kathleen Elliott	11/22/2022	330.00
ACH	Kathleen Elliott	11/22/2022	220.00
ACH	Katie Kohn	11/22/2022	240.00
ACH	Kids Broadcasting Academy	11/22/2022	400.00
ACH	Lauren Henry	11/22/2022	1,050.00
ACH	Law Office of Jennifer McQuarrie	11/22/2022	1,422.67
ACH	Lee's Taekwondo-Laguna Hills	11/22/2022	660.00
ACH	Mathnasium of Anaheim Hills	11/22/2022	1,409.00
ACH	Miwako Watanabe of Studio Mieux-Mieux	11/22/2022	248.00
ACH	Mr. D Math, LLC	11/22/2022	688.00
ACH	MusicPaige Studio	11/22/2022	742.00
ACH	OC Piano Program	11/22/2022	134.99
ACH	One-on-One Tutoring	11/22/2022	350.00
ACH	Optimus Brazilian JiuJitsu	11/22/2022	360.00
ACH	Pacific Coast Academy	11/22/2022	4,397.37
ACH	Pacific Coast Academy	11/22/2022	19.96
ACH	Pacific Coast Academy	11/22/2022	1,134.00
ACH	Peace Hill Classical Co-Op LLC	11/22/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/22/2022	467.00
ACH	Peace Hill Classical Co-Op LLC	11/22/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	11/22/2022	275.00
ACH	Premier Martial Arts - Encinitas	11/22/2022	378.00
ACH	Rainbow Resource Center	11/22/2022	12.35

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Rainbow Resource Center	11/22/2022	71.20
ACH	Rainbow Resource Center	11/22/2022	57.60
ACH	Rainbow Resource Center	11/22/2022	71.20
ACH	Rainbow Resource Center	11/22/2022	30.66
ACH	Rainbow Resource Center	11/22/2022	21.24
ACH	San Clemente Dance	11/22/2022	150.00
ACH	South County Tutors	11/22/2022	2,010.00
ACH	Tara C. Star	11/22/2022	210.00
ACH	Teacher Synergy, LLC	11/22/2022	17.78
ACH	Teacher Synergy, LLC	11/22/2022	18.49
ACH	Teacher Synergy, LLC	11/22/2022	22.50
ACH	Teacher Synergy, LLC	11/22/2022	3.00
ACH	Teacher Synergy, LLC	11/22/2022	19.80
ACH	Teacher Synergy, LLC	11/22/2022	11.38
ACH	Teacher Synergy, LLC	11/22/2022	5.50
ACH	Teacher Synergy, LLC	11/22/2022	5.99
ACH	Teacher Synergy, LLC	11/22/2022	18.00
ACH	Teacher Synergy, LLC	11/22/2022	71.95
ACH	Teacher Synergy, LLC	11/22/2022	22.49
ACH	Teacher Synergy, LLC	11/22/2022	8.00
ACH	Teacher Synergy, LLC	11/22/2022	13.50
ACH	Teacher Synergy, LLC	11/22/2022	22.50
ACH	Teacher Synergy, LLC	11/22/2022	10.50
ACH	Teacher Synergy, LLC	11/22/2022	324.00
ACH	Teacher Synergy, LLC	11/22/2022	35.08
ACH	Teacher Synergy, LLC	11/22/2022	4.05
ACH	Teacher Synergy, LLC	11/22/2022	26.12
ACH	Teacher Synergy, LLC	11/22/2022	26.99
ACH	Teacher Synergy, LLC	11/22/2022	8.95
ACH	The Music Factory LLC	11/22/2022	1,293.00
ACH	The Stronghold	11/22/2022	195.00
ACH	The Stronghold	11/22/2022	390.00
ACH	Williamsburg Learning, Inc.	11/22/2022	1,700.00
ACH	Apple Inc.	11/29/2022	99.00
ACH	Inspired by Kingston	11/29/2022	1,960.00
ACH	Kumon Huntington Beach South	11/29/2022	925.00
ACH	Lee's Taekwondo-Laguna Hills	11/29/2022	165.00
ACH	Procopio, Cory, Hargreaves & Savitch LLP	11/29/2022	1,003.30
ACH	Veronica Anne Rowland	11/29/2022	80.00
ACH	Amazon Capital Services	11/29/2022	71.64
ACH	Amazon Capital Services	11/29/2022	39.91
ACH	Amazon Capital Services	11/29/2022	50.03
ACH	Amazon Capital Services	11/29/2022	50.04
ACH	Lively Inc.	11/1/2022	1,915.24
ACH	Lively Inc.	11/2/2022	15.48
ACH	San Diego County Superintendent of Schools	11/3/2022	483,479.46
ACH	Lively Inc.	11/4/2022	60.00
ACH	Divvy Credit 1 LLC	11/4/2022	13,875.74
ACH	Lively Inc.	11/7/2022	8.47
ACH	Lively Inc.	11/8/2022	165.22
ACH	Lively Inc.	11/9/2022	196.49
ACH	Lively Inc.	11/10/2022	35.73
ACH	Lively Inc.	11/14/2022	2,849.66
ACH	Divvy Credit 1 LLC	11/14/2022	9,194.01
ACH	Lively Inc.	11/15/2022	251.00
ACH	Lively Inc.	11/17/2022	4,583.03

Cabrillo Point Academy**Check Register**

For the period ended November 30, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Lively Inc.	11/18/2022	674.00
ACH	San Diego County Superintendent of Schools	11/18/2022	80.94
ACH	Divvy Credit 1 LLC	11/18/2022	16,826.00
ACH	STRIPE Transfer	11/21/2022	64.71
ACH	Lively Inc.	11/21/2022	266.40
ACH	Lively Inc.	11/21/2022	1,599.02
ACH	Lively Inc.	11/22/2022	240.65
ACH	Lively Inc.	11/23/2022	108.00
ACH	Lively Inc.	11/25/2022	20.00
ACH	Divvy Credit 1 LLC	11/25/2022	7,480.77
ACH	Lively Inc.	11/28/2022	767.40
ACH	Lively Inc.	11/28/2022	<u>2,933.93</u>

Total Disbursements in November \$ 2,286,342.51

Cabrillo Point Academy

Check Register

For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
24859	Deanna Zamiska	12/6/2022	\$ 1,003.42
24860	Delta Dental Insurance Company	12/6/2022	2,473.14
24861	Delta Dental of California	12/6/2022	10,379.81
24862	Department of Parks and Recreation	12/6/2022	100.00
24863	Fidelity Security Life Insurance Co.	12/6/2022	2,292.15
24864	Jimella Abouzedan	12/6/2022	503.96
24865	Jostens Inc	12/6/2022	2,327.35
24866	Mary-Jane Smith	12/6/2022	1,137.56
24867	Raymond M. Alf Museum of Paleontology	12/6/2022	175.00
24868	Pliha Speech & Learning Center	12/6/2022	3,990.00
24869	Voya Financial FBO CalSTRS Pension2	12/9/2022	21,109.00
24870	Oxford Consulting Services, Inc.	12/13/2022	330.00
24871	Academics In A Box Inc	12/14/2022	598.80
24872	Achieve Inc.	12/14/2022	260.00
24873	Acting Academy for Kids	12/14/2022	2,735.74
24874	Aesthetic Climbing Gym LLC	12/14/2022	2,355.00
24875	AMAA	12/14/2022	1,592.00
24876	American Tiger Martial Arts & Fitness	12/14/2022	318.00
24877	Amy Roncevich	12/14/2022	710.00
24878	Angela Box	12/14/2022	350.00
24879	Applied Therapy Network	12/14/2022	625.00
24880	Aquatic Explorations	12/14/2022	2,075.00
24881	ArcheryChamps dba Champs Universal	12/14/2022	4,713.50
24882	Asenza Education YL, LLC	12/14/2022	408.00
24883	Bailey Dillard	12/14/2022	390.00
24884	Bay Alarm Company	12/14/2022	135.00
24885	Beautiful Feet Books, Inc.	12/14/2022	422.53
24886	Beehively	12/14/2022	4,860.00
24887	Beltran Spanish Tutoring/Karen Beltran	12/14/2022	80.00
24888	Bertrand's Music	12/14/2022	53.80
24889	Big Little Ones LLC	12/14/2022	103.85
24890	Bitsbox	12/14/2022	86.85
24891	Blackbird & Co	12/14/2022	286.48
24892	Blue Buoy Swim School, Inc.	12/14/2022	3,610.00
24893	BookShark	12/14/2022	3,929.73
24894	Brain and Body Music Studio dba B&B Music School	12/14/2022	540.00
24895	C3 Classes	12/14/2022	10,451.00
24896	Cadenza Music Academy	12/14/2022	180.00
24897	Camulos Farm	12/14/2022	1,400.00
24898	Carey Ross	12/14/2022	558.63
24899	Caroline Moon	12/14/2022	71.00
24900	Cassandra Bradford	12/14/2022	617.88
24901	Catherine Croisette	12/14/2022	400.00
24902	Charter Communications	12/14/2022	117.97
24903	Charter Schools Development Center	12/14/2022	5,650.00
24904	Christina Ranes	12/14/2022	320.00
24905	City of Santa Ana M-13	12/14/2022	363.00
24906	CM School Supply Inc.	12/14/2022	33.23
24907	Code Ninjas	12/14/2022	199.00
24908	Companion Corporation	12/14/2022	242.45
24909	Connie Herrick	12/14/2022	665.00
24910	Cox Business	12/14/2022	440.39
24911	Creative Outlet PAC	12/14/2022	1,468.00
24912	D.D. & S Learning Systems dba Sylvan Learning Center	12/14/2022	348.00
24913	Daniel Rooney	12/14/2022	71.00
24914	Devon Roseli	12/14/2022	71.00
24915	Dexter Music	12/14/2022	789.00
24916	Edmentum Inc	12/14/2022	96.60
24917	Educational Development Corporation	12/14/2022	25.10
24918	Educational Development Corporation	12/14/2022	64.94
24919	Edwards, Stevens & Tucker LLP	12/14/2022	6,077.50
24920	Frank Velasquez	12/14/2022	2,636.25
24921	Freckled Frog	12/14/2022	85.00
24922	Fuel Education c/o K12 Management	12/14/2022	1,368.40
24923	FYI-For Your Imagination	12/14/2022	250.00
24924	G.M. Supplies Ltd	12/14/2022	165.00
24925	Gabrina Owen	12/14/2022	65.00
24926	Georganne Gould	12/14/2022	2,270.00
24928	Glee Music Academy	12/14/2022	6,054.00
24929	Guo's Elite dba World Elite Gymnastics RSM	12/14/2022	3,332.45
24930	H4B Team LLC	12/14/2022	150.99
24931	Hallelujah Tae Kwon Do	12/14/2022	2,560.00
24932	Heidi Steiner - Tutor	12/14/2022	410.00
24933	Home Science Tools	12/14/2022	155.80
24934	Honest History Co.	12/14/2022	74.15
24935	Image IV Systems	12/14/2022	101.68
24936	Infinity Kids	12/14/2022	3,466.68
24937	Intro 2 Skateboarding	12/14/2022	3,490.00
24938	J.E.M.S. Dance Center	12/14/2022	60.00
24939	Jacaranda Music Studios, LLC	12/14/2022	1,900.00
24940	JCS & JC, LLC (DBA Code Ninjas Irvine)	12/14/2022	975.00
24941	JDI Dance Company	12/14/2022	415.00
24942	Jordan Terrones	12/14/2022	71.00
24943	Joy Harris	12/14/2022	96.12
24944	Joyce Farson	12/14/2022	270.00
24945	Julia Gilbert	12/14/2022	303.00
24946	Karis Academy	12/14/2022	446.68
24947	Katyanne Downing	12/14/2022	309.88
24948	Kitchen Kid, LLC	12/14/2022	174.56
24949	Kumon Mission Viejo-Civic Center	12/14/2022	600.00
24950	Kumon of Brea	12/14/2022	570.00
24951	Lakeshore	12/14/2022	987.73
24952	Language Door, Inc.	12/14/2022	430.00
24953	Lanterns Global	12/14/2022	1,442.75
24954	Lauren Ruwe	12/14/2022	300.00
24955	Learn To Surf	12/14/2022	250.00
24956	Learning Without Tears	12/14/2022	19.78

Cabrillo Point Academy

Check Register

For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
24957	Lee's Tae Kwon Do	12/14/2022	340.00
24958	Little Passports	12/14/2022	1,937.49
24959	Lorie Susan Suntree	12/14/2022	1,100.00
24960	M B B & D LLC	12/14/2022	200.00
24961	Marnie Cooper School of Acting	12/14/2022	350.00
24962	Math-U-See Inc.	12/14/2022	1,217.54
24963	Mathnasium of Dana Point	12/14/2022	799.00
24964	Mathnasium of Mission Viejo	12/14/2022	600.00
24965	Mathnasium of Tustin	12/14/2022	700.00
24966	Melinda J. Beebe	12/14/2022	1,650.00
24967	Michele Liem	12/14/2022	915.00
24968	Michelle Diniakos	12/14/2022	1,200.00
24969	Mike Slayen	12/14/2022	123.00
24970	Mosaic Music	12/14/2022	668.00
24971	Moving Beyond the Page	12/14/2022	660.53
24972	MoxieBox Art, Inc	12/14/2022	190.97
24973	Mubashera Chaudhry	12/14/2022	1,541.25
24974	Mystic Equine	12/14/2022	250.00
24975	Nazgul Shinn	12/14/2022	404.00
24976	Newport Mesa Riding Center	12/14/2022	340.00
24977	OC Music and Dance	12/14/2022	360.00
24978	Orange County Riding Academy	12/14/2022	845.00
24979	Orange County Surf Coaching	12/14/2022	960.00
24980	Oscar Azucena	12/14/2022	1,400.00
24981	Outschool, Inc.	12/14/2022	624.00
24982	ParentSquare Inc.	12/14/2022	21,260.00
24983	Pianoforte Music Studio	12/14/2022	192.00
24984	Portal Languages - Mission Viejo	12/14/2022	826.25
24985	Power of Leverage Brazilian Jiu Jitsu	12/14/2022	1,700.00
24986	Pure Joy Basketball	12/14/2022	165.00
24987	Rachel Rico	12/14/2022	33.81
24988	Ramona Brazilian Jiu-Jitsu/MMA	12/14/2022	1,810.00
24989	Rebecca Scott	12/14/2022	878.75
24990	Ricardo Robledo	12/14/2022	160.00
24991	Riffs Music	12/14/2022	650.00
24992	Riverside County Office of Education	12/14/2022	50.00
24993	Rock n Tumble Gymnastics	12/14/2022	370.00
24994	Rockstars of Tomorrow Riverside	12/14/2022	445.00
24995	Rosemary Sorola	12/14/2022	570.00
24996	Russian School of Mathematics	12/14/2022	780.00
24997	S.T.A.R Academy	12/14/2022	885.00
24998	Samantha Fuentes	12/14/2022	104.50
24999	San Diego County Superintendent of Schools	12/14/2022	2,633.33
25000	Sandy Pines, LLC	12/14/2022	17,245.00
25001	Sara Beebe	12/14/2022	700.00
25002	Scholastic Inc.	12/14/2022	32.90
25003	Science 2 U	12/14/2022	2,290.00
25004	Seegerstrom Center for the Arts	12/14/2022	700.00
25005	Sektor Jiu-Jitsu Corona	12/14/2022	1,300.00
25006	Serena Barnett	12/14/2022	150.21
25007	Shanelle Gray Studios	12/14/2022	320.00
25008	Small Talk OC	12/14/2022	3,000.00
25009	SmartMuse LLC	12/14/2022	335.00
25010	SOR Schools VI, LLC	12/14/2022	630.00
25011	SOR Schools VI, LLC	12/14/2022	251.50
25012	South Coast Repertory	12/14/2022	962.50
25013	Southland Ballet Academy Inc.	12/14/2022	120.00
25014	Specialized Therapy Services, Inc.	12/14/2022	1,700.00
25015	Stagelight Performing Arts	12/14/2022	1,347.46
25016	Studies Weekly	12/14/2022	420.11
25017	Studio H Fine Art	12/14/2022	140.00
25018	Sylvan Learning Center	12/14/2022	290.00
25019	TalkBox.Mom, Inc	12/14/2022	354.50
25020	Tanya Raisa Noordhoff	12/14/2022	200.00
25021	Teaching Textbooks	12/14/2022	258.48
25022	TeachTown	12/14/2022	1,214.00
25023	Temecula Clay	12/14/2022	240.00
25024	Temecula Music Academy	12/14/2022	320.00
25025	Terra Arts	12/14/2022	32,103.00
25026	The Coder School	12/14/2022	697.00
25027	The Performer's Academy	12/14/2022	310.00
25028	Tkd Capistrano Corp.	12/14/2022	170.00
25029	Transamerica	12/14/2022	1,708.35
25030	Tustin Dance and Music Center, LLC	12/14/2022	940.00
25031	Twist N U	12/14/2022	180.00
25032	USA Jump Stars	12/14/2022	60.00
25033	USSD Yorba Linda	12/14/2022	1,176.00
25034	Watersafe Swim School	12/14/2022	3,972.50
25035	Waterworks Aquatics Carlsbad	12/14/2022	218.00
25036	Waterworks Aquatics HB	12/14/2022	826.00
25037	Waterworks Aquatics, Inc.	12/14/2022	5,900.00
25038	WM Music Lessons	12/14/2022	3,615.00
25039	Woodbridge Tennis Academy	12/14/2022	820.00
25040	WriteATHome, Inc.	12/14/2022	449.50
25041	YMCA of Orange County	12/14/2022	600.00
25042	Academic Therapy Publications	12/20/2022	100.78
25043	Adriene Madden Publishing	12/20/2022	4,172.00
25044	Agility Kids, LLC	12/20/2022	276.00
25045	Alison Maitlen	12/20/2022	3,105.00
25046	Alkawthar Learning Center	12/20/2022	5,180.00
25047	Alyssa Westphal	12/20/2022	800.00
25048	AMAA	12/20/2022	1,170.00
25049	Amanda Gifford	12/20/2022	510.00
25050	Amy Roncovich	12/20/2022	280.00
25051	Art and Wilderness Institute	12/20/2022	33,685.46
25052	Art Steps, Inc.	12/20/2022	4,931.50
25053	ARTime, LLC	12/20/2022	4,900.00
25054	Bay Alarm Company	12/20/2022	185.31

Cabrillo Point Academy

Check Register

For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
25055	Bay Alarm Company	12/20/2022	151.59
25056	Bay Alarm Company	12/20/2022	151.62
25057	BB Enterprises, Inc.	12/20/2022	190.00
25058	Beautiful Feet Books, Inc.	12/20/2022	307.64
25059	Beltran Spanish Tutoring/Karen Beltran	12/20/2022	80.00
25060	Bertrand's Music	12/20/2022	31.31
25061	Bethany Plumb	12/20/2022	745.00
25062	Blackbird & Co	12/20/2022	94.48
25063	Blue Shield of California	12/20/2022	917.37
25064	Brain Builders STEM Education, Inc	12/20/2022	542.70
25065	Brave Writer LLC	12/20/2022	249.00
25066	Britany Callahan	12/20/2022	720.00
25067	C3 Classes	12/20/2022	965.00
25068	Camulos Farm	12/20/2022	1,750.00
25069	Carlson Gracie Westminster	12/20/2022	125.00
25070	Carrie Damitz	12/20/2022	120.00
25071	CAT of Corona	12/20/2022	655.00
25072	CharterSafe	12/20/2022	54,598.00
25073	City of Anaheim	12/20/2022	4,264.50
25074	Code Ninjas	12/20/2022	199.00
25075	Code Ninjas Los Alamitos	12/20/2022	665.00
25076	Cornerstone Therapies	12/20/2022	1,863.86
25077	E C E 4 Autism	12/20/2022	8,435.00
25078	Edmentum Inc	12/20/2022	1,721.00
25079	Ethos Jiu Jitsu	12/20/2022	750.00
25080	EuroGymnastics Inc.	12/20/2022	2,540.00
25081	Evolution Swim Academy Mission Viejo LLC	12/20/2022	6,997.35
25082	Firestorm Freerunning and Acrobatics	12/20/2022	4,051.50
25083	Firestorm Galaxy	12/20/2022	2,865.00
25084	Floaties Swim School	12/20/2022	110.00
25085	Friends of Leaps & Bounds	12/20/2022	420.00
25086	Friends of Willow Tree	12/20/2022	1,080.00
25087	Function Junction	12/20/2022	1,050.00
25088	GamED Academy LLC	12/20/2022	23.00
25089	Georganne Gould	12/20/2022	80.00
25090	Harbottle Law Group	12/20/2022	10,783.50
25091	HB Gracie JiuJitsu	12/20/2022	3,615.00
25092	Home Science Tools	12/20/2022	42.32
25093	Homeschool In a Box, Inc. DBA Crafty School Crates	12/20/2022	142.04
25094	Honest History Co.	12/20/2022	62.82
25095	J.E.M.S. Dance Center	12/20/2022	595.00
25096	Jacaranda Music Studios, LLC	12/20/2022	1,200.00
25097	James Boran	12/20/2022	1,060.00
25098	James Lowe	12/20/2022	4,845.00
25099	Jay and Allen Johnson	12/20/2022	520.00
25100	Jennifer Andrus-Nelson	12/20/2022	4,258.00
25101	Jimmy Tat BJJ LLC	12/20/2022	270.00
25102	Juliet Aucreman	12/20/2022	1,240.00
25103	KMO Ventures One LLC	12/20/2022	1,751.20
25104	Krav Maga of Orange County LLC	12/20/2022	670.00
25105	Kumon of Brea	12/20/2022	1,005.00
25106	Lakeshore	12/20/2022	1,196.19
25107	Lanterns Global	12/20/2022	1,775.00
25108	Learn To Rip	12/20/2022	270.00
25109	Learning A-Z	12/20/2022	128.00
25110	Lorie Susan Suntree	12/20/2022	1,600.00
25111	Maestro Performance Products	12/20/2022	652.50
25112	Mathnasium of Ladera Ranch	12/20/2022	638.00
25113	Mathnasium of Mission Viejo	12/20/2022	560.00
25114	Mathnasium of Temecula	12/20/2022	658.00
25115	Melinda J. Beebe	12/20/2022	1,324.00
25116	Modern Development Company	12/20/2022	7,266.60
25117	Momentum Dance Center Llc 2	12/20/2022	710.00
25118	Morey's Music Store, Inc.	12/20/2022	131.02
25119	Moving Beyond the Page	12/20/2022	1,040.58
25120	Muya Enrichment	12/20/2022	4,115.00
25121	Natalie Shohdy	12/20/2022	4,599.00
25122	Nicole the Math Lady, LLC	12/20/2022	21.99
25123	Oak Meadow Inc.	12/20/2022	80.25
25124	OC Music and Dance	12/20/2022	57.00
25125	On Pointe Productions, LLC	12/20/2022	355.00
25126	Orange County Council Boy Scouts of America	12/20/2022	164.76
25127	Orange County Surf Coaching	12/20/2022	1,140.00
25128	Outschool, Inc.	12/20/2022	494.00
25129	Pacific Ballet Conservatory	12/20/2022	2,213.60
25130	Pamela Y. Worcester	12/20/2022	210.00
25131	PDGA USA, Inc.	12/20/2022	1,160.00
25132	Pianoforte Music Studio	12/20/2022	282.00
25133	Portal Languages - Mission Viejo	12/20/2022	1,386.00
25134	Portal Languages LLC	12/20/2022	240.00
25135	Portview Preparatory, Inc.	12/20/2022	11,410.00
25136	Poway Executive Plaza, LLC	12/20/2022	16,910.33
25137	Power of Leverage Brazilian Jiu Jitsu	12/20/2022	1,070.00
25138	Prestige Martial Arts	12/20/2022	298.00
25139	Rebecca Snyder	12/20/2022	19.69
25140	Redlands Gymnastics Club	12/20/2022	79.00
25141	Reshma Solbach	12/20/2022	140.00
25142	Ricardo Robledo	12/20/2022	160.00
25143	Ryan Family YMCA	12/20/2022	133.00
25144	Sand n Straw, LLC	12/20/2022	570.00
25145	Sara Beebe	12/20/2022	700.00
25146	Scholastic Inc.	12/20/2022	27.45
25147	SHI International Corp	12/20/2022	1,412.87
25148	Shih-Yin Lee	12/20/2022	960.00
25150	Silicon Valley High School, Inc.	12/20/2022	6,125.00
25151	Singapore Math Inc.	12/20/2022	274.59
25152	Small Talk OC	12/20/2022	4,480.00
25153	SmartMuse LLC	12/20/2022	35.00

Cabrillo Point Academy

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For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
25154	SOR Schools VI, LLC	12/20/2022	155.00
25155	Southern California Children's Chorus	12/20/2022	369.00
25156	Southland Ballet Academy Inc.	12/20/2022	295.00
25157	Specialized Therapy Services, Inc.	12/20/2022	62.50
25158	Studies Weekly	12/20/2022	387.54
25159	Success 4 Hoopz	12/20/2022	2,000.00
25160	Teaching Textbooks	12/20/2022	141.84
25161	Temecula Music Teacher, LLC	12/20/2022	125.00
25162	The Center Stage Studio	12/20/2022	350.00
25163	The Collective Movements	12/20/2022	170.00
25164	The Performer's Academy	12/20/2022	77.50
25165	The School of Sandy Toes	12/20/2022	225.00
25166	Tkd Capistrano Corp.	12/20/2022	170.00
25167	TSW Therapy, Inc	12/20/2022	6,897.92
25168	TWT Sprouts	12/20/2022	2,140.00
25169	U.S. Music Lessons	12/20/2022	912.00
25170	USSD Yorba Linda	12/20/2022	777.00
25171	Vanaman German, LLP	12/20/2022	3,000.00
25172	Veronica Anne Richards	12/20/2022	623.00
25173	Waterworks Aquatics Carlsbad	12/20/2022	218.00
25174	Waterworks Aquatics HB	12/20/2022	279.00
25175	Waterworks Aquatics, Inc.	12/20/2022	3,983.00
25176	Wildcats Hockey	12/20/2022	350.00
25177	Woodbridge Tennis Academy	12/20/2022	1,347.00
25178	WriteATHome, Inc.	12/20/2022	299.00
25179	YMCA of Orange County	12/20/2022	803.14
25180	Voya Financial FBO CalSTRS Pension2	12/22/2022	20,328.43
ACH	Charter Impact, Inc.	12/1/2022	83,193.00
ACH	Erika Vanderspek	12/6/2022	82.06
ACH	Amazon Capital Services	12/8/2022	1,502.19
ACH	Amazon Capital Services	12/8/2022	17,414.43
ACH	Amazon Capital Services	12/8/2022	50.04
ACH	Amazon Capital Services	12/8/2022	60.45
ACH	Amazon Capital Services	12/8/2022	867.38
ACH	Amazon Capital Services	12/8/2022	25,206.38
ACH	A+ In Home Tutors, Inc	12/14/2022	770.00
ACH	A+ In Home Tutors, Inc	12/14/2022	560.00
ACH	A+ In Home Tutors, Inc	12/14/2022	840.00
ACH	A+ In Home Tutors, Inc	12/14/2022	700.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	A+ In Home Tutors, Inc	12/14/2022	70.00
ACH	A+ In Home Tutors, Inc	12/14/2022	490.00
ACH	A+ In Home Tutors, Inc	12/14/2022	50.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Darla Thompson	12/14/2022	260.00
ACH	Darla Thompson	12/14/2022	65.00
ACH	Darla Thompson	12/14/2022	65.00
ACH	Deborah Hotchkiss	12/14/2022	150.00
ACH	Dejitaru Karate Dojo	12/14/2022	215.00
ACH	Dejitaru Karate Dojo	12/14/2022	100.00
ACH	eat2explore	12/14/2022	187.50
ACH	EMH Sports USA, Inc.	12/14/2022	320.00
ACH	Eric Abrahamson	12/14/2022	320.00
ACH	Eric Abrahamson	12/14/2022	120.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Felton Ninja Academy	12/14/2022	1,297.80
ACH	Focus Dance Center	12/14/2022	47.50
ACH	Focus Dance Center	12/14/2022	95.00
ACH	Focus Dance Center	12/14/2022	85.00
ACH	Focus Dance Center	12/14/2022	95.00
ACH	Focus Dance Center	12/14/2022	85.50
ACH	Focus Dance Center	12/14/2022	95.00
ACH	Focus Dance Center	12/14/2022	85.50
ACH	Focus Dance Center	12/14/2022	160.00
ACH	Focus Dance Center	12/14/2022	95.00
ACH	A+ In Home Tutors, Inc	12/14/2022	560.00
ACH	Focus Dance Center	12/14/2022	160.00
ACH	Focus Dance Center	12/14/2022	160.00
ACH	Focus Dance Center	12/14/2022	95.00
ACH	Gathered Oak Farm	12/14/2022	6,230.00
ACH	Gavin Witzer Golf	12/14/2022	700.00
ACH	Greenwave Surf	12/14/2022	3,530.00
ACH	Gretchen McKay	12/14/2022	980.00
ACH	Gretchen McKay	12/14/2022	610.00
ACH	Groundwork Jiu-Jitsu	12/14/2022	150.00
ACH	Gymnastics Pacifica	12/14/2022	158.00
ACH	A+ In Home Tutors, Inc	12/14/2022	490.00
ACH	Gymnastics Pacifica	12/14/2022	84.00
ACH	Gymnastics Pacifica	12/14/2022	158.00
ACH	Gymnastics Pacifica	12/14/2022	85.00
ACH	Gymnastics Pacifica	12/14/2022	158.00
ACH	Hart Academy of Dance	12/14/2022	276.00
ACH	Hart Academy of Dance	12/14/2022	286.00
ACH	Hart Academy of Dance	12/14/2022	64.00
ACH	Hart Academy of Dance	12/14/2022	190.00
ACH	Hart Academy of Dance	12/14/2022	64.00
ACH	Hart Academy of Dance	12/14/2022	64.00
ACH	A+ In Home Tutors, Inc	12/14/2022	910.00
ACH	Hart Academy of Dance	12/14/2022	247.00
ACH	Hart Academy of Dance	12/14/2022	247.00
ACH	Hart Academy of Dance	12/14/2022	103.00
ACH	Head, Heart, and Hands	12/14/2022	22,800.00
ACH	History Unboxed LLC	12/14/2022	68.93
ACH	History Unboxed LLC	12/14/2022	73.40
ACH	HopSkipDrive, Inc.	12/14/2022	2,043.21
ACH	IL-Do Taekwondo	12/14/2022	220.00
ACH	IL-Do Taekwondo	12/14/2022	220.00

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Check Number	Vendor Name	Check Date	Check Amount
ACH	Imagine Achievement / Cristine Rainer	12/14/2022	1,060.00
ACH	A+ In Home Tutors, Inc	12/14/2022	140.00
ACH	Imagine Achievement / Cristine Rainer	12/14/2022	2,220.00
ACH	Institute for Excellence in Writing	12/14/2022	38.06
ACH	Institute for Excellence in Writing	12/14/2022	38.06
ACH	Jenny Tu	12/14/2022	1,420.00
ACH	Jessica Moller	12/14/2022	221.87
ACH	Jessica Moller	12/14/2022	50.00
ACH	Jill Hodges	12/14/2022	137.00
ACH	Jill Hodges	12/14/2022	137.50
ACH	Joobilo LLC	12/14/2022	150.00
ACH	Joobilo LLC	12/14/2022	355.00
ACH	A+ In Home Tutors, Inc	12/14/2022	140.00
ACH	Joycelyn Choo	12/14/2022	250.00
ACH	Karate For All	12/14/2022	150.00
ACH	Karate For All	12/14/2022	150.00
ACH	Karate For All	12/14/2022	192.50
ACH	Karate For All	12/14/2022	70.00
ACH	Kathleen Crady	12/14/2022	30,576.25
ACH	Katie Kohn	12/14/2022	350.00
ACH	Katie Kohn	12/14/2022	350.00
ACH	Katie Kohn	12/14/2022	350.00
ACH	Katie Kohn	12/14/2022	350.00
ACH	A+ In Home Tutors, Inc	12/14/2022	700.00
ACH	Katie Kohn	12/14/2022	350.00
ACH	KiwiCo, Inc.	12/14/2022	5,722.70
ACH	KiwiCo, Inc.	12/14/2022	3,724.87
ACH	Kumon Huntington Beach South	12/14/2022	710.00
ACH	Kumon Math & Reading Center of Garden Grove - West	12/14/2022	160.00
ACH	Kumon Math & Reading Center of Garden Grove - West	12/14/2022	160.00
ACH	Kumon Math & Reading Center of Garden Grove - West	12/14/2022	160.00
ACH	Lani Wilkinson	12/14/2022	3,060.00
ACH	Laura Guerrero	12/14/2022	70.00
ACH	Laurel P. Evans	12/14/2022	9,090.00
ACH	A+ In Home Tutors, Inc	12/14/2022	700.00
ACH	Laurel P. Evans	12/14/2022	325.00
ACH	Lenore Johnson	12/14/2022	142.00
ACH	Logic of English	12/14/2022	74.55
ACH	Look N Weak 11, LLC	12/14/2022	745.00
ACH	Mark Howard	12/14/2022	909.00
ACH	Marsha Bradbury	12/14/2022	250.00
ACH	MEL Science U.S., LLC	12/14/2022	721.67
ACH	MEL Science U.S., LLC	12/14/2022	721.67
ACH	MEL Science U.S., LLC	12/14/2022	338.44
ACH	MEL Science U.S., LLC	12/14/2022	219.40
ACH	A+ In Home Tutors, Inc	12/14/2022	140.00
ACH	MEL Science U.S., LLC	12/14/2022	225.63
ACH	Melissa Allen	12/14/2022	1,240.00
ACH	Melodee Klimala	12/14/2022	25.00
ACH	Melodee Klimala	12/14/2022	50.00
ACH	Melodee Klimala	12/14/2022	35.00
ACH	Melodee Klimala	12/14/2022	25.00
ACH	Melodee Klimala	12/14/2022	100.00
ACH	Melodee Klimala	12/14/2022	100.00
ACH	Melodee Klimala	12/14/2022	50.00
ACH	Melodee Klimala	12/14/2022	50.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Mission Vista Academy	12/14/2022	335.73
ACH	MusicPalge Studio	12/14/2022	815.00
ACH	My Focus TKD - Yucaipa	12/14/2022	200.00
ACH	OC All Stars Cheer & Dance, Inc	12/14/2022	78.00
ACH	OC All Stars Cheer & Dance, Inc	12/14/2022	69.00
ACH	ODP Business Solutions, LLC	12/14/2022	126.60
ACH	ODP Business Solutions, LLC	12/14/2022	76.76
ACH	ODP Business Solutions, LLC	12/14/2022	23.21
ACH	ODP Business Solutions, LLC	12/14/2022	52.19
ACH	ODP Business Solutions, LLC	12/14/2022	87.36
ACH	A+ In Home Tutors, Inc	12/14/2022	630.00
ACH	ODP Business Solutions, LLC	12/14/2022	87.21
ACH	One-on-One Tutoring	12/14/2022	350.00
ACH	One-on-One Tutoring	12/14/2022	350.00
ACH	One-on-One Tutoring	12/14/2022	350.00
ACH	Optimus Brazilian JiuJitsu	12/14/2022	360.00
ACH	Pacific Coast Academy	12/14/2022	4,315.03
ACH	Pacific Coast Academy	12/14/2022	98,274.11
ACH	Pacific Coast Academy	12/14/2022	4,616.53
ACH	Paul Cruz Music	12/14/2022	950.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	550.00
ACH	A+ In Home Tutors, Inc	12/14/2022	700.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	550.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	550.00
ACH	Peace Hill Classical Co-Op		

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Check Number	Vendor Name	Check Date	Check Amount
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	525.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	275.00
ACH	A+ In Home Tutors, Inc	12/14/2022	700.00
ACH	Peace Hill Classical Co-Op LLC	12/14/2022	900.00
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	12/14/2022	68.90
ACH	Phoenix Feather Academy of Music	12/14/2022	1,315.00
ACH	Rainbow Resource Center	12/14/2022	35.85
ACH	Rainbow Resource Center	12/14/2022	64.35
ACH	Rainbow Resource Center	12/14/2022	46.18
ACH	Rainbow Resource Center	12/14/2022	34.98
ACH	Rainbow Resource Center	12/14/2022	59.70
ACH	Rainbow Resource Center	12/14/2022	59.22
ACH	Rainbow Resource Center	12/14/2022	33.25
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Rainbow Resource Center	12/14/2022	43.93
ACH	Rainbow Resource Center	12/14/2022	43.93
ACH	Rainbow Resource Center	12/14/2022	45.68
ACH	Rainbow Resource Center	12/14/2022	87.15
ACH	Rainbow Resource Center	12/14/2022	94.03
ACH	Rainbow Resource Center	12/14/2022	32.28
ACH	Rainbow Resource Center	12/14/2022	96.23
ACH	Rainbow Resource Center	12/14/2022	202.24
ACH	Rainbow Resource Center	12/14/2022	85.01
ACH	Rainbow Resource Center	12/14/2022	102.50
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Rainbow Resource Center	12/14/2022	162.38
ACH	Rainbow Resource Center	12/14/2022	79.18
ACH	Rainbow Resource Center	12/14/2022	86.54
ACH	Rainbow Resource Center	12/14/2022	158.96
ACH	Rainbow Resource Center	12/14/2022	70.59
ACH	Rainbow Resource Center	12/14/2022	59.51
ACH	Rainbow Resource Center	12/14/2022	17.31
ACH	Rainbow Resource Center	12/14/2022	17.31
ACH	Rainbow Resource Center	12/14/2022	51.68
ACH	Rainbow Resource Center	12/14/2022	45.13
ACH	A+ In Home Tutors, Inc	12/14/2022	700.00
ACH	Rainbow Resource Center	12/14/2022	74.02
ACH	Rainbow Resource Center	12/14/2022	528.82
ACH	Rainbow Resource Center	12/14/2022	17.84
ACH	Rainbow Resource Center	12/14/2022	214.31
ACH	Rainbow Resource Center	12/14/2022	182.51
ACH	Rainbow Resource Center	12/14/2022	63.64
ACH	Rainbow Resource Center	12/14/2022	82.21
ACH	RBG Academy	12/14/2022	730.00
ACH	Roos Music	12/14/2022	3,270.00
ACH	Roos Music	12/14/2022	1,050.00
ACH	A+ In Home Tutors, Inc	12/14/2022	280.00
ACH	Roos Music	12/14/2022	4,509.00
ACH	Roos Music	12/14/2022	422.72
ACH	Sara Burdge Tutoring	12/14/2022	90.00
ACH	Savvas Learning Company LLC	12/14/2022	46.98
ACH	School of Rock Huntington Beach	12/14/2022	185.00
ACH	School of Rock Huntington Beach	12/14/2022	185.00
ACH	School of Rock Huntington Beach	12/14/2022	249.00
ACH	School of Rock Huntington Beach	12/14/2022	185.00
ACH	School of Rock Huntington Beach	12/14/2022	349.00
ACH	School of Rock Huntington Beach	12/14/2022	349.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	School of Rock Huntington Beach	12/14/2022	50.00
ACH	School of Rock Huntington Beach	12/14/2022	50.00
ACH	School of Rock Santa Ana	12/14/2022	538.00
ACH	Sharon Weldy	12/14/2022	640.00
ACH	Singapore Math Live	12/14/2022	150.00
ACH	Spanish Time 123	12/14/2022	570.00
ACH	SpanishOne Plus	12/14/2022	1,400.00
ACH	STEAM Academy LLC	12/14/2022	2,372.00
ACH	Suzanne Silvio	12/14/2022	180.00
ACH	Sydney Zuccolotto	12/14/2022	240.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Sydney Zuccolotto	12/14/2022	160.00
ACH	Sydney Zuccolotto	12/14/2022	320.00
ACH	Sydney Zuccolotto	12/14/2022	80.00
ACH	Sydney Zuccolotto	12/14/2022	80.00
ACH	Sydney Zuccolotto	12/14/2022	320.00
ACH	Teacher Synergy, LLC	12/14/2022	23.39
ACH	Teacher Synergy, LLC	12/14/2022	17.00
ACH	Teacher Synergy, LLC	12/14/2022	62.95
ACH	Teacher Synergy, LLC	12/14/2022	22.50
ACH	Teacher Synergy, LLC	12/14/2022	40.00
ACH	A+ In Home Tutors, Inc	12/14/2022	280.00
ACH	Teacher Synergy, LLC	12/14/2022	51.99
ACH	Teacher Synergy, LLC	12/14/2022	62.95
ACH	Teacher Synergy, LLC	12/14/2022	5.75
ACH	Teacher Synergy, LLC	12/14/2022	26.15
ACH	Teacher Synergy, LLC	12/14/2022	6.00
ACH	Teacher Synergy, LLC	12/14/2022	19.44
ACH	Teacher Synergy, LLC	12/14/2022	21.60
ACH	Teacher Synergy, LLC	12/14/2022	26.02
ACH	Teacher Synergy, LLC	12/14/2022	12.78
ACH	Teacher Synergy, LLC	12/14/2022	6.00
ACH	A+ In Home Tutors, Inc	12/14/2022	350.00
ACH	Teacher Synergy, LLC	12/14/2022	16.50
ACH	Teacher Synergy, LLC	12/14/2022	10.00
ACH	Teacher Synergy, LLC	12/14/2022	11.00
ACH	Teacher Synergy, LLC	12/14/2022	3.99
ACH	Teacher Synergy, LLC	12/14/2022	6.49
ACH	Teacher Synergy, LLC	12/14/2022	12.48
ACH	The Sk8 Coach LLC	12/14/2022	140.00

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Check Number	Vendor Name	Check Date	Check Amount
ACH	The Stronghold	12/14/2022	330.00
ACH	TLP Education	12/14/2022	62.00
ACH	TLP Education	12/14/2022	62.00
ACH	Absolute Mathematics	12/14/2022	150.00
ACH	TLP Education	12/14/2022	62.00
ACH	TLP Education	12/14/2022	62.00
ACH	TLP Education	12/14/2022	62.00
ACH	Variant Movement LLC	12/14/2022	3,300.00
ACH	Veronica Anne Rowland	12/14/2022	100.00
ACH	Veronica Anne Rowland	12/14/2022	100.00
ACH	Veronica Anne Rowland	12/14/2022	100.00
ACH	White Dragon Martial Arts	12/14/2022	159.00
ACH	WM Tutoring Services	12/14/2022	550.00
ACH	Ziggy's Tutoring	12/14/2022	240.00
ACH	Absolute Mathematics	12/14/2022	50.00
ACH	Alena Berg Music Studios	12/14/2022	480.00
ACH	All About Learning Press, Inc.	12/14/2022	105.69
ACH	All About Learning Press, Inc.	12/14/2022	54.23
ACH	All About Learning Press, Inc.	12/14/2022	210.03
ACH	All About Learning Press, Inc.	12/14/2022	182.30
ACH	American Martial Arts Academy - 2 (Placentia Campus)	12/14/2022	647.00
ACH	Aqua Tots LA LLC	12/14/2022	299.00
ACH	Aqua Tots LA LLC	12/14/2022	199.00
ACH	Aqua Tots LA LLC	12/14/2022	124.00
ACH	Aqua Tots LA LLC	12/14/2022	708.00
ACH	Aqua Tots ORANGE LLC	12/14/2022	124.00
ACH	Aqua Tots ORANGE LLC	12/14/2022	124.00
ACH	Aqua Tots ORANGE LLC	12/14/2022	596.00
ACH	Aqua Tots ORANGE LLC	12/14/2022	372.00
ACH	Aqua Tots ORANGE LLC	12/14/2022	236.00
ACH	Aqua Tots ORANGE LLC	12/14/2022	124.00
ACH	Art of Problem Solving	12/14/2022	129.32
ACH	Art of Problem Solving	12/14/2022	96.00
ACH	Art of Problem Solving	12/14/2022	96.00
ACH	AT Tustin,LLC	12/14/2022	236.00
ACH	AT Tustin,LLC	12/14/2022	248.00
ACH	AT Tustin,LLC	12/14/2022	244.00
ACH	ATC Martial Arts	12/14/2022	99.00
ACH	ATC Martial Arts	12/14/2022	349.00
ACH	ATG, Inc. DBA Urban Workshop	12/14/2022	800.00
ACH	B Rauhty Baseball	12/14/2022	220.00
ACH	B Rauhty Baseball	12/14/2022	160.00
ACH	Basurto Music & Academics	12/14/2022	808.00
ACH	Blake Litschke	12/14/2022	150.00
ACH	Blake Litschke	12/14/2022	120.00
ACH	Blake Litschke	12/14/2022	120.00
ACH	Coastal Music Studios	12/14/2022	320.00
ACH	Code Ninjas Newport Beach	12/14/2022	199.00
ACH	Costa Mesa Math Center, LLC dba Mathnasium of South Costa Mesa	12/14/2022	349.00
ACH	Costa Mesa Math Center, LLC dba Mathnasium of South Costa Mesa	12/14/2022	240.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	225.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	350.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	350.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	350.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	30.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	60.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	200.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	350.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	40.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	300.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	350.00
ACH	Creative Academy Tutoring Center LLC	12/14/2022	350.00
ACH	Dance Works	12/14/2022	504.00
ACH	Dance Works	12/14/2022	305.00
ACH	Dancing Keys Music Studio	12/14/2022	232.00
ACH	Dancing Keys Music Studio	12/14/2022	232.00
ACH	Darla Thompson	12/14/2022	40.00
ACH	Darla Thompson	12/14/2022	320.00
ACH	Darla Thompson	12/14/2022	320.00
ACH	Darla Thompson	12/14/2022	65.00
ACH	Darla Thompson	12/14/2022	65.00
ACH	Darla Thompson	12/14/2022	340.00
ACH	Darla Thompson	12/14/2022	100.00
ACH	Darla Thompson	12/14/2022	320.00
ACH	Darla Thompson	12/14/2022	20.00
ACH	Darla Thompson	12/14/2022	320.00
ACH	Darla Thompson	12/14/2022	20.00
ACH	Darla Thompson	12/14/2022	320.00
ACH	Darla Thompson	12/14/2022	320.00
ACH	Amazon Capital Services	12/15/2022	20,011.81
ACH	Amazon Capital Services	12/15/2022	19.34
ACH	Amazon Capital Services	12/15/2022	82.49
ACH	Amazon Capital Services	12/15/2022	20.68
ACH	All About Learning Press, Inc.	12/20/2022	25.37
ACH	All About Learning Press, Inc.	12/20/2022	122.98
ACH	All About Learning Press, Inc.	12/20/2022	182.30
ACH	All About Learning Press, Inc.	12/20/2022	182.30
ACH	Andrey Chuguev	12/20/2022	90.00
ACH	Andrey Chuguev	12/20/2022	160.00
ACH	Apple Inc.	12/20/2022	49.00
ACH	Applied Music Studio, LLC	12/20/2022	185.00
ACH	Applied Music Studio, LLC	12/20/2022	185.00
ACH	Applied Music Studio, LLC	12/20/2022	130.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Katie Kohn	12/20/2022	160.00
ACH	Kelly Vargas	12/20/2022	400.00

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Check Number	Vendor Name	Check Date	Check Amount
ACH	Kim Nguyen	12/20/2022	350.00
ACH	Kim Nguyen	12/20/2022	350.00
ACH	Lani Wilkinson	12/20/2022	765.00
ACH	Law Office of Jennifer McQuarrie	12/20/2022	696.68
ACH	Liliana Harris	12/20/2022	100.00
ACH	Logic of English	12/20/2022	117.02
ACH	Applied Music Studio, LLC	12/20/2022	130.00
ACH	Mathnasium of Anaheim Hills	12/20/2022	773.00
ACH	Miwako Watanabe of Studio Mieux-Mieux	12/20/2022	372.00
ACH	Mr. D Math, LLC	12/20/2022	197.00
ACH	OC All Stars Cheer & Dance, Inc	12/20/2022	80.00
ACH	OC All Stars Cheer & Dance, Inc	12/20/2022	104.00
ACH	OC All Stars Cheer & Dance, Inc	12/20/2022	104.00
ACH	OC Piano Program	12/20/2022	90.00
ACH	OC Piano Program	12/20/2022	90.00
ACH	OC Piano Program	12/20/2022	90.00
ACH	OC Piano Program	12/20/2022	180.00
ACH	Aqua Tots LA LLC	12/20/2022	356.00
ACH	OC Piano Program	12/20/2022	180.00
ACH	OC Piano Program	12/20/2022	180.00
ACH	OC Piano Program	12/20/2022	180.00
ACH	ODP Business Solutions, LLC	12/20/2022	339.05
ACH	ODP Business Solutions, LLC	12/20/2022	217.45
ACH	One-on-One Tutoring	12/20/2022	350.00
ACH	One-on-One Tutoring	12/20/2022	350.00
ACH	One-on-One Tutoring	12/20/2022	300.00
ACH	Optimus Brazilian JiuJitsu	12/20/2022	180.00
ACH	Pacific Coast Academy	12/20/2022	498.67
ACH	Aqua Tots LA LLC	12/20/2022	128.00
ACH	Peace Hill Classical Co-Op LLC	12/20/2022	275.00
ACH	Peace Hill Classical Co-Op LLC	12/20/2022	107.00
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	12/20/2022	110.80
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	12/20/2022	80.85
ACH	Pens and Playgrounds with Ms.Jade	12/20/2022	350.00
ACH	Premier Martial Arts - Encinitas	12/20/2022	378.00
ACH	PresenceLearning, Inc.	12/20/2022	201.00
ACH	PresenceLearning, Inc.	12/20/2022	89,309.50
ACH	PresenceLearning, Inc.	12/20/2022	268.00
ACH	Rainbow Resource Center	12/20/2022	66.59
ACH	Aqua Tots ORANGE LLC	12/20/2022	240.00
ACH	Rainbow Resource Center	12/20/2022	15.85
ACH	Rainbow Resource Center	12/20/2022	111.89
ACH	Rainbow Resource Center	12/20/2022	120.48
ACH	Rainbow Resource Center	12/20/2022	34.09
ACH	Rainbow Resource Center	12/20/2022	111.77
ACH	Rainbow Resource Center	12/20/2022	118.56
ACH	Rainbow Resource Center	12/20/2022	220.78
ACH	Rainbow Resource Center	12/20/2022	51.62
ACH	Rainbow Resource Center	12/20/2022	85.50
ACH	Rainbow Resource Center	12/20/2022	80.37
ACH	Aqua Tots ORANGE LLC	12/20/2022	256.00
ACH	Rainbow Resource Center	12/20/2022	74.81
ACH	Rainbow Resource Center	12/20/2022	143.60
ACH	Rainbow Resource Center	12/20/2022	85.56
ACH	Rainbow Resource Center	12/20/2022	75.18
ACH	Rainbow Resource Center	12/20/2022	151.84
ACH	Rainbow Resource Center	12/20/2022	19.24
ACH	Rainbow Resource Center	12/20/2022	427.86
ACH	Rainbow Resource Center	12/20/2022	106.02
ACH	Rainbow Resource Center	12/20/2022	69.90
ACH	Rainbow Resource Center	12/20/2022	72.07
ACH	Aqua Tots ORANGE LLC	12/20/2022	244.00
ACH	Rainbow Resource Center	12/20/2022	40.07
ACH	Robin Young	12/20/2022	1,370.00
ACH	Roos Music	12/20/2022	3,891.00
ACH	Roos Music	12/20/2022	4,725.00
ACH	Roos Music	12/20/2022	1,197.28
ACH	SoCal Stem	12/20/2022	2,109.00
ACH	South County Tutoring	12/20/2022	1,600.00
ACH	SpanishOne Plus	12/20/2022	350.00
ACH	Sydney Zuccolotto	12/20/2022	320.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Arfan Jarjour LLC, Musika Studio	12/20/2022	320.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Sydney Zuccolotto	12/20/2022	160.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Sydney Zuccolotto	12/20/2022	320.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Sydney Zuccolotto	12/20/2022	80.00
ACH	Tara C. Star	12/20/2022	140.00
ACH	Teacher Synergy, LLC	12/20/2022	37.70
ACH	Art of Problem Solving	12/20/2022	140.10
ACH	Teacher Synergy, LLC	12/20/2022	17.10
ACH	Teacher Synergy, LLC	12/20/2022	5.00
ACH	Teacher Synergy, LLC	12/20/2022	14.65
ACH	Teacher Synergy, LLC	12/20/2022	8.50
ACH	Teacher Synergy, LLC	12/20/2022	24.45
ACH	Teacher Synergy, LLC	12/20/2022	31.95
ACH	Teacher Synergy, LLC	12/20/2022	115.00
ACH	Teacher Synergy, LLC	12/20/2022	111.31
ACH	Teacher Synergy, LLC	12/20/2022	9.00
ACH	Teacher Synergy, LLC	12/20/2022	527.22
ACH	Art of Problem Solving	12/20/2022	140.10
ACH	Teacher Synergy, LLC	12/20/2022	7.50
ACH	Teacher Synergy, LLC	12/20/2022	270.63
ACH	Teacher Synergy, LLC	12/20/2022	6.00

Cabrillo Point Academy**Check Register**

For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Teacher Synergy, LLC	12/20/2022	8.50
ACH	Teacher Synergy, LLC	12/20/2022	68.97
ACH	Teacher Synergy, LLC	12/20/2022	24.95
ACH	The Critical Thinking Co.	12/20/2022	51.71
ACH	The Critical Thinking Co.	12/20/2022	27.74
ACH	The Red Apple Project - Brittany Doan	12/20/2022	6,105.00
ACH	The Stronghold	12/20/2022	195.00
ACH	Art of Problem Solving	12/20/2022	129.32

Cabrillo Point Academy

Check Register

For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Timberdoodle.com	12/20/2022	79.06
ACH	Timberdoodle.com	12/20/2022	91.19
ACH	Time4Learning	12/20/2022	825.00
ACH	TLP Education	12/20/2022	180.00
ACH	TLP Education	12/20/2022	180.00
ACH	WM Music Lessons	12/20/2022	1,070.00
ACH	WM Music Lessons	12/20/2022	2,690.00
ACH	Zen Martial Arts	12/20/2022	200.00
ACH	Artistic Dance Academy	12/20/2022	60.00
ACH	AT Tustin,LLC	12/20/2022	348.00
ACH	B Rauhty Baseball	12/20/2022	320.00
ACH	Best in Class Education	12/20/2022	500.00
ACH	Blake Litschke	12/20/2022	180.00
ACH	Breakthrough Sports	12/20/2022	195.94
ACH	Breakthrough Sports	12/20/2022	55.00
ACH	Breakthrough Sports	12/20/2022	55.00
ACH	Breakthrough Sports	12/20/2022	55.00
ACH	Breakthrough Sports	12/20/2022	55.00
ACH	Breakthrough Sports	12/20/2022	160.00
ACH	Breakthrough Sports	12/20/2022	160.00
ACH	Breakthrough Sports	12/20/2022	160.00
ACH	Breakthrough Sports	12/20/2022	220.00
ACH	Breakthrough Sports	12/20/2022	90.00
ACH	Breakthrough Sports	12/20/2022	90.00
ACH	Breakthrough Sports	12/20/2022	60.00
ACH	Breakthrough Sports	12/20/2022	60.00
ACH	Breakthrough Sports	12/20/2022	60.00
ACH	Breakthrough Sports	12/20/2022	55.00
ACH	Breakthrough Sports	12/20/2022	55.00
ACH	Breakthrough Sports	12/20/2022	90.00
ACH	Breakthrough Sports	12/20/2022	90.00
ACH	Breakthrough Sports	12/20/2022	180.00
ACH	Breakthrough Sports	12/20/2022	180.00
ACH	Breakthrough Sports	12/20/2022	180.00
ACH	Brenda Harp	12/20/2022	240.00
ACH	Candi Chavez	12/20/2022	180.00
ACH	Checkmat Fallbrook Brazilian Jiu Jitsu	12/20/2022	240.00
ACH	Code Ninjas Newport Beach	12/20/2022	299.00
ACH	Code Ninjas Newport Beach	12/20/2022	199.00
ACH	Code Ninjas Newport Beach	12/20/2022	299.00
ACH	Code Ninjas Newport Beach	12/20/2022	199.00
ACH	Dancing Keys Music Studio	12/20/2022	162.00
ACH	Darla Thompson	12/20/2022	65.00
ACH	Darla Thompson	12/20/2022	35.00
ACH	Darla Thompson	12/20/2022	35.00
ACH	Darla Thompson	12/20/2022	35.00
ACH	Darla Thompson	12/20/2022	320.00
ACH	Darla Thompson	12/20/2022	240.00
ACH	Darla Thompson	12/20/2022	430.00
ACH	Deborah Hotchkiss	12/20/2022	120.00
ACH	Ed West	12/20/2022	2,415.00
ACH	EMH Sports USA, Inc.	12/20/2022	9,010.00
ACH	Encore School of Music, Inc	12/20/2022	1,044.00
ACH	Eric Abrahamson	12/20/2022	80.00
ACH	Fashion Camp - Create Design Sew LLC	12/20/2022	1,426.00
ACH	Gavin Witzer Golf	12/20/2022	500.00
ACH	Gretchen McKay	12/20/2022	710.00
ACH	Groundwork Jiu-Jitsu	12/20/2022	1,360.00
ACH	Gymnastics Pacifica	12/20/2022	84.00
ACH	Gymnastics Pacifica	12/20/2022	158.00
ACH	Gymnastics Pacifica	12/20/2022	85.00
ACH	Hart Academy of Dance	12/20/2022	246.00
ACH	Hart Academy of Dance	12/20/2022	203.00
ACH	Head, Heart, and Hands	12/20/2022	17,550.00
ACH	History Unboxed LLC	12/20/2022	711.00
ACH	History Unboxed LLC	12/20/2022	60.90
ACH	Hooked on Phonics	12/20/2022	308.50
ACH	Jeniece Harris, Art & Soul LLC	12/20/2022	42.00
ACH	Jeniece Harris, Art & Soul LLC	12/20/2022	42.00
ACH	Jeniece Harris, Art & Soul LLC	12/20/2022	195.00
ACH	Jeniece Harris, Art & Soul LLC	12/20/2022	228.00
ACH	Jeniece Harris, Art & Soul LLC	12/20/2022	240.00
ACH	Jenny Del Greco	12/20/2022	1,300.00
ACH	Jenny Tu	12/20/2022	680.00
ACH	Joycelyn Choo	12/20/2022	250.00
ACH	Justyna Ponulak	12/20/2022	150.00
ACH	Kara A. Ahmann	12/20/2022	805.00
ACH	Karate For All	12/20/2022	150.00
ACH	Karate For All	12/20/2022	70.00
ACH	Karate For All	12/20/2022	70.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Katie Kohn	12/20/2022	350.00
ACH	Amazon Capital Services	12/21/2022	13.04
ACH	Amazon Capital Services	12/21/2022	31.24
ACH	Amazon Capital Services	12/21/2022	34,078.69
ACH	Lively Inc.	12/1/2022	211.00
ACH	Divvy Credit 1 LLC	12/2/2022	9,552.10
ACH	Lively Inc.	12/5/2022	181.00
ACH	San Diego County Superintendent of Schools	12/5/2022	476,625.45
ACH	Lively Inc.	12/6/2022	142.07
ACH	Lively Inc.	12/8/2022	25.00
ACH	Divvy Credit 1 LLC	12/9/2022	16,530.86
ACH	Lively Inc.	12/9/2022	10.00

Cabrillo Point Academy**Check Register**

For the period ended December 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Lively Inc.	12/12/2022	21.54
ACH	Lively Inc.	12/13/2022	610.44
ACH	Lively Inc.	12/15/2022	1,187.74
ACH	Lively Inc.	12/15/2022	2,933.93
ACH	Lively Inc.	12/16/2022	512.89
ACH	Divvy Credit 1 LLC	12/16/2022	10,381.97
ACH	Lively Inc.	12/19/2022	715.30
ACH	San Diego County Superintendent of Schools	12/19/2022	0.58
ACH	San Diego County Superintendent of Schools	12/19/2022	73.76
ACH	Lively Inc.	12/20/2022	985.74
ACH	Lively Inc.	12/21/2022	136.20
ACH	Lively Inc.	12/21/2022	276.80
ACH	Lively Inc.	12/22/2022	55.65
ACH	Divvy Credit 1 LLC	12/23/2022	7,773.05
ACH	Lively Inc.	12/27/2022	198.10
ACH	Lively Inc.	12/28/2022	446.71
ACH	Lively Inc.	12/29/2022	2,766.79
ACH	Lively Inc.	12/30/2022	<u>208.67</u>
Total Disbursements in December			\$ <u>1,794,984.12</u>

Cabrillo Point Academy
Accounts Payable Aging

December 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
10th Planet Mission Viejo	AV1	12/15/2022	1/14/2023	\$ 279	\$ -	\$ -	\$ -	\$ -	\$ 279
10th Planet Mission Viejo	RV1	12/15/2022	1/14/2023	279	-	-	-	-	279
3P Learning Inc.	INV-US-16614	12/7/2022	1/6/2023	200	-	-	-	-	200
A+ In Home Tutors, Inc	9389	12/16/2022	1/15/2023	140	-	-	-	-	140
A+ In Home Tutors, Inc	9482	12/3/2022	1/2/2023	350	-	-	-	-	350
A+ In Home Tutors, Inc	9620	12/16/2022	1/15/2023	280	-	-	-	-	280
A+ In Home Tutors, Inc	9621	12/16/2022	1/15/2023	350	-	-	-	-	350
Absolute Mathematics	(CPA)-ABSM-K6c	12/16/2022	1/15/2023	100	-	-	-	-	100
Absolute Mathematics	(CPA)-ABSM-Q3P	12/13/2022	1/12/2023	100	-	-	-	-	100
Achieve Inc.	317	12/16/2022	1/15/2023	208	-	-	-	-	208
Agility Kids, LLC	12/1/2022A	12/15/2022	1/14/2023	690	-	-	-	-	690
Aidas Rekllys	1022202207	10/14/2022	11/13/2022	219	-	-	-	-	219
Aidas Rekllys	1222202208	12/9/2022	1/8/2023	133	-	-	-	-	133
Alena Berg Music Studios	66	12/15/2022	1/14/2023	480	-	-	-	-	480
Aliso Viejo Kumon	91602	12/16/2022	1/15/2023	1,160	-	-	-	-	1,160
Aliso Viejo Kumon	91603	12/16/2022	1/15/2023	1,160	-	-	-	-	1,160
AMAA	1215 - A	12/15/2022	1/14/2023	199	-	-	-	-	199
AMAA	1215 - B	12/15/2022	1/14/2023	149	-	-	-	-	149
AMAA	1215 - D	12/15/2022	1/14/2023	199	-	-	-	-	199
AMAA	1215 - E	12/15/2022	1/14/2023	199	-	-	-	-	199
Amazon Capital Services	14KJ-4WR4-33GW	12/8/2022	2/6/2023	(16)	-	-	-	-	(16)
Amazon Capital Services	1C9D-9PMM-6Q7W	11/30/2022	1/29/2023	(22)	-	-	-	-	(22)
Amazon Capital Services	1CHG-V3T4-4HKJ	12/9/2022	2/7/2023	(53)	-	-	-	-	(53)
Amazon Capital Services	1FVV-XDH9-31KT	12/5/2022	2/3/2023	(34)	-	-	-	-	(34)
Amazon Capital Services	1LWM-3T1Y-1RTW	12/13/2022	2/11/2023	(10)	-	-	-	-	(10)
Amazon Capital Services	1PCJ-XPTG-VPN7	11/27/2022	1/26/2023	(39)	-	-	-	-	(39)
Amazon Capital Services	1QFT-GCGR-KPMH	12/11/2022	2/9/2023	(5)	-	-	-	-	(5)
Amazon Capital Services	1TGD-WYG7-DQWH	12/15/2022	2/13/2023	(38)	-	-	-	-	(38)
Amazon Capital Services	1YNP-9JXY-FK7W	12/15/2022	2/13/2023	(18)	-	-	-	-	(18)
Aquatic Explorations	27948	12/13/2022	1/12/2023	750	-	-	-	-	750
Art & Design Studio of Janna Geary	2019244	12/14/2022	1/14/2023	189	-	-	-	-	189
Art & Design Studio of Janna Geary	2019245	12/14/2022	1/14/2023	189	-	-	-	-	189
Art of Problem Solving	INV227502	9/29/2022	10/29/2022	167	-	-	-	-	167
Art of Problem Solving	INV227503	9/29/2022	10/29/2022	116	-	-	-	-	116
Art of Problem Solving	INV227504	9/29/2022	10/29/2022	129	-	-	-	-	129
Art of Problem Solving	INV228422	12/12/2022	1/11/2023	116	-	-	-	-	116
Art of Problem Solving	INV228423	12/12/2022	1/11/2023	96	-	-	-	-	96
Barbara Ernst Ankele	CPA - 003	12/15/2022	1/14/2023	340	-	-	-	-	340
Barbara Ernst Ankele	CPA - 004	12/15/2022	1/14/2023	150	-	-	-	-	150
Basurto Music & Academics	221	12/15/2022	1/14/2023	1,081	-	-	-	-	1,081
Beach Cities Rock Club	50	12/10/2022	1/9/2023	1,353	-	-	-	-	1,353
Beautiful Feet Books, Inc.	18677	12/8/2022	1/7/2023	298	-	-	-	-	298
Beautiful Feet Books, Inc.	18678	12/8/2022	1/7/2023	173	-	-	-	-	173
Bitsbox	5055	12/12/2022	1/11/2023	99	-	-	-	-	99
Blackbelt Collective LLC	002	12/14/2022	1/13/2023	169	-	-	-	-	169

Cabrillo Point Academy

Accounts Payable Aging

December 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Blackbird & Co	12930	11/21/2022	12/21/2022	79	-	-	-	-	79
Blackbird & Co	12931	11/21/2022	12/21/2022	82	-	-	-	-	82
Blackbird & Co	12953	11/29/2022	12/29/2022	141	-	-	-	-	141
Blackbird & Co	12992	12/10/2022	1/9/2023	151	-	-	-	-	151
Blackbird & Co	12993	12/10/2022	1/9/2023	151	-	-	-	-	151
Blackbird & Co	12994	12/10/2022	1/9/2023	233	-	-	-	-	233
Blackbird & Co	12995	12/10/2022	1/9/2023	79	-	-	-	-	79
Blackbird & Co	12996	12/10/2022	1/9/2023	151	-	-	-	-	151
Blackbird & Co	12997	12/10/2022	1/9/2023	31	-	-	-	-	31
Blackbird & Co	13020	12/13/2022	1/12/2023	278	-	-	-	-	278
Blue Family	10796	12/15/2022	1/14/2023	1,885	-	-	-	-	1,885
BookShark	BI0014696	10/6/2022	11/5/2022	131	-	-	-	-	131
BookShark	BI0016178	12/9/2022	1/8/2023	194	-	-	-	-	194
Brain and Body Music Studio dba B&B Music Sch	0811	12/15/2022	1/14/2023	120	-	-	-	-	120
Brian Patrick	A01	12/1/2022	12/31/2022	300	-	-	-	-	300
Bridgeway Academy	BW-CPA-006	12/16/2022	1/15/2023	2,717	-	-	-	-	2,717
BYU Independent Study	DCE-00012884	11/2/2022	12/2/2022	(615)	-	-	-	-	(615)
C3 Classes	2022-50	12/12/2022	1/11/2023	100	-	-	-	-	100
CAT of Corona	120822	12/9/2022	1/8/2023	440	-	-	-	-	440
Catherine Croisette	192	12/12/2022	1/11/2023	200	-	-	-	-	200
Celebration Education	348	12/14/2022	1/13/2023	348	-	-	-	-	348
Christina Ranes	Dec-22	12/14/2022	1/13/2023	660	-	-	-	-	660
Christine Charley	2022-012	12/15/2022	1/14/2023	165	-	-	-	-	165
Code Ninjas Newport Beach	202212-005	12/10/2022	12/10/2022	199	-	-	-	-	199
Corona Music Center	11012022	11/1/2022	12/1/2022	159	-	-	-	-	159
Creative Academy Tutoring Center LLC	2073	12/16/2022	1/15/2023	350	-	-	-	-	350
Creative Academy Tutoring Center LLC	2074	12/16/2022	1/15/2023	350	-	-	-	-	350
Creative Academy Tutoring Center LLC	2075	12/16/2022	1/15/2023	350	-	-	-	-	350
Creative Academy Tutoring Center LLC	2076	12/16/2022	1/15/2023	285	-	-	-	-	285
Creative Academy Tutoring Center LLC	2077	12/16/2022	1/15/2023	370	-	-	-	-	370
Creative Academy Tutoring Center LLC	2078	12/16/2022	1/15/2023	370	-	-	-	-	370
Creative Academy Tutoring Center LLC	2079	12/16/2022	1/15/2023	500	-	-	-	-	500
Creative Academy Tutoring Center LLC	2080	12/16/2022	1/15/2023	200	-	-	-	-	200
Creative Academy Tutoring Center LLC	2081	12/16/2022	1/15/2023	80	-	-	-	-	80
D.D. & S Learning Systems dba Sylvan Learning C	GM-1004	12/8/2022	1/7/2023	348	-	-	-	-	348
Dancing Keys Music Studio	10646	12/16/2022	1/15/2023	232	-	-	-	-	232
Dancing Keys Music Studio	10647	12/16/2022	1/15/2023	162	-	-	-	-	162
Darla Thompson	0906	12/12/2022	12/12/2022	160	-	-	-	-	160
Darla Thompson	0907	12/12/2022	12/12/2022	160	-	-	-	-	160
Darla Thompson	0908	12/12/2022	12/12/2022	160	-	-	-	-	160
Darla Thompson	0909	12/12/2022	12/12/2022	160	-	-	-	-	160
Darla Thompson	0914	12/12/2022	12/12/2022	320	-	-	-	-	320
Darla Thompson	0915	12/12/2022	12/12/2022	320	-	-	-	-	320
Darla Thompson	0916	12/12/2022	12/12/2022	20	-	-	-	-	20
Dejitaru Karate Dojo	Frizzell 12-22	12/1/2022	12/31/2022	260	-	-	-	-	260
Dejitaru Karate Dojo	Moon 12-22	12/1/2022	12/31/2022	100	-	-	-	-	100

Cabrillo Point Academy
Accounts Payable Aging

December 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Delaney Bautista	7	12/13/2022	1/12/2023	360	-	-	-	-	360
Dexter Music	INV-2948	10/1/2022	10/31/2022	300	-	-	-	-	300
Earthroots Field School	3516	12/14/2022	12/14/2022	1,020	-	-	-	-	1,020
eat2explore	1013645	12/13/2022	1/12/2023	188	-	-	-	-	188
Eddie Fensler	446211	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446212	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446213	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446214	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446215	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446216	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446217	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446218	12/14/2022	1/13/2023	100	-	-	-	-	100
Eddie Fensler	446219	12/14/2022	1/13/2023	320	-	-	-	-	320
Eddie Fensler	446220	12/14/2022	1/13/2023	320	-	-	-	-	320
Eddie Fensler	446221	12/14/2022	1/13/2023	320	-	-	-	-	320
Eddie Fensler	446222	12/14/2022	1/13/2023	320	-	-	-	-	320
Eddie Fensler	446225	12/14/2022	1/13/2023	320	-	-	-	-	320
Effectual Educational Consulting Services	9506	10/31/2022	11/30/2022	12,180	-	-	-	-	12,180
EMH Sports USA, Inc.	1167-419627-12	12/16/2022	1/15/2023	500	-	-	-	-	500
Ereflect Inc.	INV-22819	12/12/2022	1/11/2023	67	-	-	-	-	67
Eric Abrahamson	CP004	12/14/2022	1/13/2023	160	-	-	-	-	160
Eric Abrahamson	CP005	12/14/2022	1/13/2023	240	-	-	-	-	240
Erika S Scheidel	2022-16	12/13/2022	1/12/2023	360	-	-	-	-	360
Evan-Moor	INV360396	12/12/2022	1/11/2023	32	-	-	-	-	32
Evolution Swim Academy Mission Viejo LLC	1119	12/12/2022	1/11/2023	6,176	-	-	-	-	6,176
Fired Up Arts	A5118B62-0033	12/14/2022	1/28/2023	920	-	-	-	-	920
Frank Velasquez	1845	12/16/2022	1/15/2023	1,110	-	-	-	-	1,110
Function Junction	22112	12/7/2022	1/6/2023	825	-	-	-	-	825
Gavin Witzer Golf	18	12/15/2022	1/14/2023	475	-	-	-	-	475
Greater Perception Services, Inc.	034	12/15/2022	1/14/2023	350	-	-	-	-	350
Greenwave Surf	1222-CPA	12/16/2022	1/15/2023	1,430	-	-	-	-	1,430
Groundwork Jiu-Jitsu	10	12/15/2022	1/14/2023	150	-	-	-	-	150
Gryphon Fitness Studio, LLC	1022CPA	12/13/2022	1/12/2023	100	-	-	-	-	100
Guo's Elite dba World Elite Gymnastics RSM	122022	12/15/2022	1/14/2023	3,601	-	-	-	-	3,601
HBCO LLC	1338525	12/15/2022	1/14/2023	69	-	-	-	-	69
HBCO LLC	1338526	12/15/2022	1/14/2023	194	-	-	-	-	194
HBCO LLC	1338527	12/15/2022	1/14/2023	104	-	-	-	-	104
HBCO LLC	1338528	12/15/2022	1/14/2023	25	-	-	-	-	25
HBCO LLC	1338529	12/15/2022	1/14/2023	35	-	-	-	-	35
Heather Patrick	122201	12/13/2022	1/12/2023	603	-	-	-	-	603
Heather Wiechert	WIEC120122	12/1/2022	12/31/2022	150	-	-	-	-	150
Homeschool Concierge	690	9/26/2019	10/26/2019	-	-	-	-	(15,640)	(15,640)
Imagine Learning, LLC	914161	12/14/2022	1/13/2023	2,750	-	-	-	-	2,750
Institute for Excellence in Writing	961226	12/12/2022	1/8/2022	-	-	-	-	44	44
Institute for Excellence in Writing	961620	12/14/2022	1/14/2023	195	-	-	-	-	195
Institute for Excellence in Writing	961752	12/15/2022	1/15/2023	44	-	-	-	-	44

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Intro 2 Skateboarding	154	12/16/2022	1/15/2023	3,305	-	-	-	-	3,305
Jeniece Harris, Art & Soul LLC	258	12/13/2022	1/12/2023	34	-	-	-	-	34
Jeniece Harris, Art & Soul LLC	259	12/13/2022	1/12/2023	34	-	-	-	-	34
Jennifer Guitron	35	12/15/2022	1/14/2023	30	-	-	-	-	30
Jennifer Guitron	36	12/15/2022	1/14/2023	40	-	-	-	-	40
Jennifer Guitron	37	12/15/2022	1/14/2023	100	-	-	-	-	100
Jill Hodges	CPA12	12/14/2022	1/13/2023	120	-	-	-	-	120
Joobilo LLC	1486	12/14/2022	1/13/2023	3,275	-	-	-	-	3,275
Julie and Jared McBride	MCBRIDE-R-5	12/14/2022	1/13/2023	2,310	-	-	-	-	2,310
Julie and Jared McBride	MCBRIDE-V-2	12/14/2022	1/13/2023	4,290	-	-	-	-	4,290
Julie Bryden	7	12/12/2022	1/11/2023	935	-	-	-	-	935
Julie Bryden	8	12/13/2022	1/12/2023	225	-	-	-	-	225
K2 Studios	CPA1122	12/12/2022	1/11/2023	350	-	-	-	-	350
Kara A. Ahmann	14	12/15/2022	1/14/2023	840	-	-	-	-	840
Karate For All	DEC 22-337	12/15/2022	1/14/2023	150	-	-	-	-	150
Karate For All	DEC 22-403	12/15/2022	1/14/2023	113	-	-	-	-	113
Karate For All	DEC22-102	12/15/2022	1/14/2023	140	-	-	-	-	140
Karate For All	DEC22-309	12/15/2022	1/14/2023	130	-	-	-	-	130
Karate For All	DEC22-357	12/15/2022	1/14/2023	130	-	-	-	-	130
Kathleen Crady	CPA 2022-06	12/10/2022	1/10/2023	740	-	-	-	-	740
Kumon Huntington Beach South	1035	12/14/2022	1/13/2023	1,000	-	-	-	-	1,000
Kumon of Brea	LUKAMA158	12/13/2022	1/12/2023	150	-	-	-	-	150
Kumon of Brea	NORAMA159	12/13/2022	1/12/2023	150	-	-	-	-	150
Kumon of Mira Mesa	22121	12/10/2022	1/9/2023	350	-	-	-	-	350
Kumon of Mira Mesa	22122	12/10/2022	1/9/2023	350	-	-	-	-	350
Lakeshore	235962121422	12/14/2022	1/13/2023	54	-	-	-	-	54
Lakeshore	246605121422	12/14/2022	1/13/2023	32	-	-	-	-	32
Lakeshore	248626121522	12/15/2022	1/14/2023	157	-	-	-	-	157
Laura Guerrero	S Edkins #002	12/15/2022	1/14/2023	105	-	-	-	-	105
Learn To Rip	331	12/11/2022	1/10/2023	80	-	-	-	-	80
Learn To Rip	332	12/11/2022	1/10/2023	80	-	-	-	-	80
Learn To Rip	336	12/11/2022	1/10/2023	65	-	-	-	-	65
Learn To Rip	337	12/11/2022	1/10/2023	65	-	-	-	-	65
Learn To Rip	338	12/11/2022	1/10/2023	65	-	-	-	-	65
Learn To Rip	343	12/11/2022	1/10/2023	100	-	-	-	-	100
Learn To Rip	344	12/11/2022	1/10/2023	100	-	-	-	-	100
Learn To Rip	345	12/11/2022	1/10/2023	80	-	-	-	-	80
Learn To Rip	346	12/11/2022	1/10/2023	80	-	-	-	-	80
Learn To Rip	347	12/11/2022	1/10/2023	85	-	-	-	-	85
Learn To Rip	348	12/11/2022	1/10/2023	85	-	-	-	-	85
Learning Without Tears	INV165375	12/13/2022	1/12/2023	20	-	-	-	-	20
Lee's Taekwondo-Laguna Hills	Leestkd22-Dec	12/12/2022	1/11/2023	495	-	-	-	-	495
Lee's Taekwondo-Laguna Hills	Ltkd2-IK	12/13/2022	1/12/2023	165	-	-	-	-	165
LegalShield	LS121522CPA	12/15/2022	1/14/2023	919	-	-	-	-	919
Lil' Chef School	0074	12/4/2022	1/3/2023	2,400	-	-	-	-	2,400
Little Global Citizens	1077	12/13/2022	1/12/2023	240	-	-	-	-	240

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Little Surf Co.	2006	12/1/2022	12/1/2022	3,849	-	-	-	-	3,849
Liz Wickham Piano Teacher - San Juan Capistranc	5	12/6/2022	1/5/2023	140	-	-	-	-	140
Liz Wickham Piano Teacher - San Juan Capistranc	6	12/6/2022	1/5/2023	140	-	-	-	-	140
Liz Wickham Piano Teacher - San Juan Capistranc	7	12/6/2022	1/5/2023	140	-	-	-	-	140
Liz Wickham Piano Teacher - San Juan Capistranc	8	12/6/2022	1/5/2023	140	-	-	-	-	140
Long Beach School of Music	12-12-22	12/12/2022	1/11/2023	420	-	-	-	-	420
Macie Sweeney-Slick	2022-11	12/14/2022	1/13/2023	415	-	-	-	-	415
Mark Howard	DEC-CAB-2022	12/6/2022	1/5/2023	909	-	-	-	-	909
Marnie Cooper School of Acting	LEWIS4	12/14/2022	1/13/2023	240	-	-	-	-	240
Math-U-See Inc.	0806094-IN	12/15/2022	2/13/2023	281	-	-	-	-	281
Math-U-See Inc.	0806137-IN	12/15/2022	2/13/2023	78	-	-	-	-	78
Math-U-See Inc.	0806138-IN	12/15/2022	2/13/2023	67	-	-	-	-	67
Math-U-See Inc.	0806139-IN	12/15/2022	2/13/2023	58	-	-	-	-	58
Mathnasium of Anaheim Hills	104	12/9/2022	1/8/2023	398	-	-	-	-	398
Mathnasium of Anaheim Hills	105	12/15/2022	1/14/2023	299	-	-	-	-	299
McGraw Hill LLC	126113097001	12/6/2022	1/5/2023	77	-	-	-	-	77
MEL Science U.S., LLC	AS2022121602	12/16/2022	1/15/2023	226	-	-	-	-	226
MEL Science U.S., LLC	AS2022121603	12/16/2022	1/15/2023	226	-	-	-	-	226
MEL Science U.S., LLC	CF2022121508	12/15/2022	1/14/2023	226	-	-	-	-	226
MEL Science U.S., LLC	HM2022121304	12/13/2022	1/12/2023	263	-	-	-	-	263
MEL Science U.S., LLC	HM2022121308	12/13/2022	1/12/2023	263	-	-	-	-	263
Michelle Diniakos	23d	12/13/2022	1/12/2023	400	-	-	-	-	400
Michelle Mulligan	CPA-083153	12/12/2022	1/11/2023	300	-	-	-	-	300
Michelle Mulligan	CPA-083154	12/12/2022	1/11/2023	300	-	-	-	-	300
Michelle Mulligan	CPA-086201	12/12/2022	1/11/2023	765	-	-	-	-	765
Michelle Mulligan	CPA-088003	12/12/2022	1/11/2023	300	-	-	-	-	300
Michelle Mulligan	CPA-088605	12/12/2022	1/11/2023	430	-	-	-	-	430
Michelle Mulligan	CPA-107983-C002	12/12/2022	1/11/2023	180	-	-	-	-	180
Mission Viejo Family YMCA	EChen09	12/16/2022	1/15/2023	180	-	-	-	-	180
Mission Viejo Family YMCA	EWatkins02	12/16/2022	1/15/2023	120	-	-	-	-	120
Mission Viejo Family YMCA	LDelgado02	12/16/2022	1/15/2023	200	-	-	-	-	200
Mission Viejo Family YMCA	LWatkins02	12/16/2022	1/15/2023	120	-	-	-	-	120
Moving Beyond the Page	275735	12/14/2022	1/13/2023	936	-	-	-	-	936
MoxieBox Art, Inc	9488	12/13/2022	1/12/2023	43	-	-	-	-	43
Mubashera Chaudhry	Dec22	12/15/2022	1/14/2023	1,271	-	-	-	-	1,271
Musical Theatre OC	SMITH123	12/10/2022	1/9/2023	1,404	-	-	-	-	1,404
MusicPaige Studio	54	12/12/2022	1/11/2023	623	-	-	-	-	623
My Focus TKD - Yucaipa	2022-080667	12/16/2022	1/15/2023	200	-	-	-	-	200
Mystery Science Inc.	207445	12/16/2022	1/15/2023	99	-	-	-	-	99
Mystic Equine	78	12/11/2022	1/10/2023	200	-	-	-	-	200
Newport Mesa Riding Center	10582	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10583	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10584	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10585	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10586	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10587	11/29/2022	11/29/2022	340	-	-	-	-	340

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Newport Mesa Riding Center	10588	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10589	11/29/2022	11/29/2022	85	-	-	-	-	85
Newport Mesa Riding Center	10590	11/29/2022	11/29/2022	85	-	-	-	-	85
Newport Mesa Riding Center	10591	11/29/2022	11/29/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10620	11/30/2022	11/30/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10622	12/2/2022	12/2/2022	255	-	-	-	-	255
Newport Mesa Riding Center	10625	12/6/2022	12/6/2022	340	-	-	-	-	340
Newport Mesa Riding Center	10626	12/6/2022	12/6/2022	340	-	-	-	-	340
Noonan Family Swim School, Inc.	87853_7	12/13/2022	1/12/2023	97	-	-	-	-	97
OC Music and Dance	14408329-11	12/13/2022	12/13/2022	135	-	-	-	-	135
OC Music and Dance	14430617-11	12/16/2022	12/16/2022	100	-	-	-	-	100
OC Music and Dance	14430617-12	12/16/2022	12/16/2022	150	-	-	-	-	150
OC Music and Dance	14431705-11	12/13/2022	12/13/2022	180	-	-	-	-	180
OC Music and Dance	14431743-11	12/8/2022	12/8/2022	180	-	-	-	-	180
OC Music and Dance	14441302-11	12/13/2022	12/13/2022	76	-	-	-	-	76
OC Music and Dance	14441377-11	12/13/2022	12/13/2022	135	-	-	-	-	135
OC Music and Dance	14441377-12	12/16/2022	12/16/2022	90	-	-	-	-	90
OC Music and Dance	14441377-9	10/10/2022	10/10/2022	90	-	-	-	-	90
OC Music and Dance	14441429-11	12/13/2022	12/13/2022	129	-	-	-	-	129
OC Music and Dance	14443035-12	12/16/2022	12/16/2022	135	-	-	-	-	135
OC Piano Program	013	12/8/2022	12/8/2022	45	-	-	-	-	45

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OC Piano Program	0993	12/8/2022	12/8/2022	90	-	-	-	-	90
ODP Business Solutions, LLC	278199202001	12/7/2022	1/1/2023	128	-	-	-	-	128
ODP Business Solutions, LLC	278212112001	12/7/2022	1/1/2023	73	-	-	-	-	73
ODP Business Solutions, LLC	279485054001	12/12/2022	1/1/2023	4	-	-	-	-	4
ODP Business Solutions, LLC	279508580001	12/10/2022	1/1/2023	7	-	-	-	-	7
Olympia Training Center	26428	12/9/2022	1/8/2023	3,945	-	-	-	-	3,945
One-on-One Tutoring	265	12/13/2022	1/12/2023	250	-	-	-	-	250
One-on-One Tutoring	266	12/14/2022	1/13/2023	300	-	-	-	-	300
One-on-One Tutoring	267	12/14/2022	1/13/2023	300	-	-	-	-	300
One-on-One Tutoring	268	12/16/2022	1/15/2023	250	-	-	-	-	250
OnlineG3.com, Inc	2203	12/16/2022	1/15/2023	394	-	-	-	-	394
Orange County Riding Academy	0000346	12/1/2022	12/1/2022	195	-	-	-	-	195
Orange County Surf Coaching	42-2022	12/10/2022	12/10/2022	320	-	-	-	-	320
Orange County Surf Coaching	43-2022	12/10/2022	12/10/2022	320	-	-	-	-	320
Orange County Surf Coaching	44-2022	12/10/2022	12/10/2022	320	-	-	-	-	320
Orange County Surf Coaching	45-2022	12/10/2022	12/10/2022	320	-	-	-	-	320
Orange County Surf Coaching	46-2022	12/10/2022	12/10/2022	100	-	-	-	-	100
Orange County Surf Coaching	47-2022	12/10/2022	12/10/2022	100	-	-	-	-	100
Orange County Surf Coaching	48-2022	12/10/2022	12/10/2022	320	-	-	-	-	320
Orange County Surf Coaching	49-2022	12/10/2022	12/10/2022	100	-	-	-	-	100
Oscar Azucena	AG009-CPA112	12/15/2022	1/14/2023	300	-	-	-	-	300
Oscar Azucena	DG003-CPA113	12/15/2022	1/14/2023	300	-	-	-	-	300
Oscar Azucena	DG007-CPA115	12/15/2022	1/14/2023	300	-	-	-	-	300
Oscar Azucena	EB004-CPA122	12/15/2022	1/14/2023	400	-	-	-	-	400
Oscar Azucena	EB009-CPA124	12/15/2022	1/14/2023	300	-	-	-	-	300
Oscar Azucena	IR0010-CPA127	12/15/2022	1/14/2023	350	-	-	-	-	350
Oscar Azucena	IR0011-CPA126	12/15/2022	1/14/2023	350	-	-	-	-	350
Oscar Azucena	JB005-CPA123	12/15/2022	1/14/2023	400	-	-	-	-	400
Oscar Azucena	JG007-CPA120	12/15/2022	1/14/2023	350	-	-	-	-	350
Oscar Azucena	JO009-CPA118	12/15/2022	1/14/2023	300	-	-	-	-	300
Oscar Azucena	KS005-CPA117	12/15/2022	1/14/2023	400	-	-	-	-	400
Oscar Azucena	MJ007-CPA116	12/15/2022	1/14/2023	300	-	-	-	-	300
Oscar Azucena	NA007-CPA125	12/15/2022	1/14/2023	400	-	-	-	-	400
Oscar Azucena	NG002-CPA121	12/15/2022	1/14/2023	350	-	-	-	-	350
Oscar Azucena	NJ004-CPA119	12/15/2022	1/14/2023	375	-	-	-	-	375
Oscar Azucena	SH0014-CPA114	12/15/2022	1/14/2023	300	-	-	-	-	300
Outschool, Inc.	12345709395	12/12/2022	1/11/2023	52	-	-	-	-	52
Outschool, Inc.	12345709396	12/12/2022	1/11/2023	48	-	-	-	-	48
Outschool, Inc.	12345709397	12/12/2022	1/11/2023	68	-	-	-	-	68
Outschool, Inc.	12345709398	12/12/2022	1/11/2023	40	-	-	-	-	40
Outschool, Inc.	12345709399	12/12/2022	1/11/2023	60	-	-	-	-	60
Outschool, Inc.	12345709400	12/12/2022	1/11/2023	40	-	-	-	-	40
Outschool, Inc.	12345709401	12/12/2022	1/11/2023	32	-	-	-	-	32
Outschool, Inc.	12345709402	12/12/2022	1/11/2023	36	-	-	-	-	36
Pacific Ballet Conservatory	42	12/14/2022	1/13/2023	88	-	-	-	-	88
Pakua LLC	10145	12/13/2022	11/1/2022	120	-	-	-	-	120

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Pakua LLC	10146	12/13/2022	11/1/2022	120	-	-	-	-	120
Pakua LLC	10147	12/13/2022	11/1/2022	120	-	-	-	-	120
Peace Hill Press, Inc. dba Well Trained Mind Pres	55996	12/15/2022	1/14/2023	69	-	-	-	-	69
Power of Leverage Brazilian Jiu Jitsu	531	12/10/2022	1/9/2023	165	-	-	-	-	165
Power of Leverage Brazilian Jiu Jitsu	532	12/17/2022	1/16/2023	65	-	-	-	-	65
Power of Leverage Brazilian Jiu Jitsu	535	12/15/2022	1/14/2023	165	-	-	-	-	165
Procopio, Cory, Hargreaves & Savitch LLP	824934	12/8/2022	1/7/2023	1,972	-	-	-	-	1,972
Project Be You	004	12/12/2022	1/11/2023	240	-	-	-	-	240
Provenance	1388	5/22/2020	5/22/2020	-	-	-	-	6,601	6,601
Provenance	1390	5/22/2020	5/22/2020	-	-	-	-	4,986	4,986
Provenance	1775	5/18/2020	5/18/2020	-	-	-	-	31,403	31,403
Provenance	1893	6/25/2020	6/25/2020	-	-	-	-	65,183	65,183
Provenance	1939	9/15/2020	9/15/2020	-	-	-	-	1,904	1,904
Provenance	2697	6/15/2020	6/15/2020	-	-	-	-	17,194	17,194
Provenance	2947	7/2/2020	7/2/2020	-	-	-	-	8,606	8,606
Provenance	3063	7/15/2020	7/15/2020	-	-	-	-	68,463	68,463
Provenance	3102	7/30/2020	7/30/2020	-	-	-	-	1,590	1,590
Provenance	3146	8/11/2020	8/11/2020	-	-	-	-	3,076	3,076
Provenance	3154	8/11/2020	8/11/2020	-	-	-	-	41,325	41,325
Provenance	3542	9/22/2020	9/22/2020	-	-	-	-	1,374	1,374
Provenance	3699	10/1/2020	10/30/2020	-	-	-	-	1,400	1,400
Provenance	3713	11/3/2020	12/3/2020	-	-	-	-	2,963	2,963
Provenance	3782	10/27/2020	10/27/2020	-	-	-	-	11,497	11,497
Provenance	3791	11/5/2020	12/5/2020	-	-	-	-	1,248	1,248
Provenance	3806	10/30/2020	10/29/2020	-	-	-	-	8,959	8,959
Provenance	3827	11/6/2020	12/6/2020	-	-	-	-	2,208	2,208
Provenance	3901	11/16/2020	12/16/2020	-	-	-	-	400	400
Provenance	3914	11/16/2020	12/16/2020	-	-	-	-	56,508	56,508
Provenance	3964	11/17/2020	12/17/2020	-	-	-	-	1,524	1,524
Provenance	3965	11/17/2020	12/17/2020	-	-	-	-	7,059	7,059
Provenance	3966	11/17/2020	12/17/2020	-	-	-	-	736	736
Provenance	3967	11/17/2020	12/17/2020	-	-	-	-	637	637
Provenance	3969	11/18/2020	12/18/2020	-	-	-	-	682	682
Provenance	3979	11/19/2020	12/19/2020	-	-	-	-	51	51
Provenance	3985	11/19/2020	12/19/2020	-	-	-	-	36	36
Provenance	3986	11/19/2020	12/19/2020	-	-	-	-	451	451
Provenance	3989	11/19/2020	12/19/2020	-	-	-	-	4,373	4,373
Provenance	4005	11/20/2020	12/20/2020	-	-	-	-	512	512
Provenance	4023	11/20/2020	11/20/2020	-	-	-	-	(37,375)	(37,375)
Provenance	4024	12/1/2020	12/1/2020	-	-	-	-	(37,375)	(37,375)
Provenance	4131	1/19/2021	2/18/2021	-	-	-	-	300	300
Provenance	4171	12/18/2020	1/17/2021	-	-	-	-	5,906	5,906
Provenance	4311	1/19/2021	2/18/2021	-	-	-	-	124	124
Provenance	4313	1/19/2021	2/18/2021	-	-	-	-	100	100
Provenance	4327	1/19/2021	2/18/2021	-	-	-	-	3,073	3,073
Provenance	4333	1/19/2021	2/18/2021	-	-	-	-	341	341

Cabrillo Point Academy

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Provenance	4352	1/20/2021	2/19/2021	-	-	-	-	16,250	16,250
Provenance	4358	1/20/2021	2/19/2021	-	-	-	-	230	230
Provenance	4368	1/20/2021	2/19/2021	-	-	-	-	2,796	2,796
Provenance	4410	1/28/2021	2/27/2021	-	-	-	-	1,709	1,709
Provenance	4418	1/28/2021	2/27/2021	-	-	-	-	223	223
Provenance	4428	1/28/2021	2/27/2021	-	-	-	-	14,300	14,300
Provenance	4437	1/29/2021	2/28/2021	-	-	-	-	1,950	1,950
Provenance	4445	1/29/2021	2/28/2021	-	-	-	-	1,925	1,925
Provenance	4447	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4448	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4449	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4450	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4451	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4452	2/2/2021	3/4/2021	-	-	-	-	12,180	12,180
Provenance	4469	2/4/2021	3/6/2021	-	-	-	-	275	275
Provenance	4485	2/11/2021	3/13/2021	-	-	-	-	8,400	8,400
Provenance	4578	2/18/2021	3/20/2021	-	-	-	-	1,709	1,709
Provenance	4600	2/24/2021	3/26/2021	-	-	-	-	1,478	1,478
Provenance	4618	2/25/2021	3/26/2021	-	-	-	-	90	90
Provenance	4620	2/25/2021	3/27/2021	-	-	-	-	73	73
Provenance	4627	3/3/2021	4/2/2021	-	-	-	-	239	239
Provenance	4628	3/3/2021	4/2/2021	-	-	-	-	72	72
Provenance	4629	3/3/2021	4/2/2021	-	-	-	-	277	277
Provenance	4631	3/3/2021	4/2/2021	-	-	-	-	86	86
Provenance	4634	3/5/2021	4/4/2021	-	-	-	-	200	200
Provenance	4666	3/16/2021	4/15/2021	-	-	-	-	123	123
Provenance	4672	3/16/2021	4/15/2021	-	-	-	-	300	300
Provenance	4756	3/23/2021	4/22/2021	-	-	-	-	24	24
Provenance	4758	3/23/2021	4/22/2021	-	-	-	-	2,635	2,635
Provenance	4763	3/24/2021	4/23/2021	-	-	-	-	18	18
Provenance	4768	3/26/2021	4/25/2021	-	-	-	-	14,625	14,625
Provenance	4790	3/30/2021	4/29/2021	-	-	-	-	930	930
Provenance	4795	3/31/2021	4/30/2021	-	-	-	-	2,600	2,600
Provenance	4801	3/31/2021	4/30/2021	-	-	-	-	2,370	2,370
Provenance	4928	4/21/2021	5/21/2021	-	-	-	-	14	14
Provenance	4935	4/30/2021	5/30/2021	-	-	-	-	83	83
Provenance	4936	5/3/2021	6/2/2021	-	-	-	-	140	140
Provenance	5032	5/18/2021	6/17/2021	-	-	-	-	1,949	1,949
Provenance	PROV041321	4/13/2021	4/13/2021	-	-	-	-	3,250	3,250
Rainbow Resource Center	3943378	12/12/2022	1/11/2023	42	-	-	-	-	42
Rainbow Resource Center	3943705	12/12/2022	1/11/2023	214	-	-	-	-	214
Rainbow Resource Center	3943946	12/12/2022	1/11/2023	222	-	-	-	-	222
Rainbow Resource Center	3943947	12/12/2022	1/11/2023	220	-	-	-	-	220
Rainbow Resource Center	3943948	12/12/2022	1/11/2023	87	-	-	-	-	87
Rainbow Resource Center	3943949	12/12/2022	1/11/2023	73	-	-	-	-	73
Rainbow Resource Center	3944309	12/12/2022	1/11/2023	109	-	-	-	-	109

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Rainbow Resource Center	3944314	12/12/2022	1/11/2023	19	-	-	-	-	19
Rainbow Resource Center	3944800	12/13/2022	1/12/2023	312	-	-	-	-	312
Rainbow Resource Center	3944897	12/13/2022	1/12/2023	27	-	-	-	-	27
Rainbow Resource Center	3946281	12/14/2022	1/13/2023	74	-	-	-	-	74
Rainbow Resource Center	3946282	12/14/2022	1/13/2023	125	-	-	-	-	125
Rainbow Resource Center	3946283	12/14/2022	1/13/2023	51	-	-	-	-	51
Rainbow Resource Center	3946446	12/14/2022	1/13/2023	113	-	-	-	-	113
Rainbow Resource Center	3946450	12/14/2022	1/13/2023	56	-	-	-	-	56
Rainbow Resource Center	3947410	12/14/2022	1/13/2023	137	-	-	-	-	137
Rainbow Resource Center	3947412	12/14/2022	1/13/2023	400	-	-	-	-	400
Rainbow Resource Center	3947691	12/14/2022	1/13/2023	38	-	-	-	-	38
Rainbow Resource Center	3948138	12/15/2022	1/14/2023	56	-	-	-	-	56
Rainbow Resource Center	3948139	12/15/2022	1/14/2023	102	-	-	-	-	102
Rainbow Resource Center	3949118	12/15/2022	1/14/2023	49	-	-	-	-	49
Rainbow Resource Center	3949381	12/16/2022	1/15/2023	62	-	-	-	-	62
Rainbow Resource Center	3949383	12/16/2022	1/15/2023	62	-	-	-	-	62
Rainbow Resource Center	3950198	12/16/2022	1/15/2023	28	-	-	-	-	28
Rainbow Resource Center	3950216	12/16/2022	1/15/2023	41	-	-	-	-	41
Ramsey Solutions	INV1180797	12/9/2022	1/8/2023	184	-	-	-	-	184
Rockin L&D Equine Education Services	1122	12/13/2022	1/12/2023	420	-	-	-	-	420
Roos Music	1168	12/16/2022	1/15/2023	1,575	-	-	-	-	1,575
Rosemary Sorola	CABFALL2022-3	12/15/2022	1/14/2023	240	-	-	-	-	240
Russ Miura's Subfighter, LLC	E88293018	12/7/2022	1/6/2023	75	-	-	-	-	75
Russ Miura's Subfighter, LLC	E88293019	12/13/2022	1/12/2023	225	-	-	-	-	225
Russian School of Mathematics	RSMSOC2022-29	12/12/2022	1/11/2023	756	-	-	-	-	756
Russian School of Mathematics	RSMSOC2022-30	12/14/2022	1/13/2023	504	-	-	-	-	504
Salazar Tutoring	4	12/14/2022	12/14/2022	780	-	-	-	-	780
San Diego Gas & Electric	SDGE121422-100	12/14/2022	12/29/2022	888	-	-	-	-	888
San Diego Gas & Electric	SDGE121422-102	12/14/2022	12/29/2022	832	-	-	-	-	832
School of Rock Otay Ranch	SG67	12/9/2022	1/8/2023	170	-	-	-	-	170
Schoolhouse Discoveries LLC	1076	12/12/2022	1/11/2023	188	-	-	-	-	188
Scott Carr	220809_CPA	12/10/2022	1/9/2023	622	-	-	-	-	622
Scott Carr	221011_CPA	12/13/2022	1/12/2023	169	-	-	-	-	169
Sheri Wolfe	11-22	12/15/2022	1/14/2023	200	-	-	-	-	200
Singapore Math Inc.	S255039	12/15/2022	1/14/2023	43	-	-	-	-	43
Singapore Math Inc.	S255081	12/15/2022	1/14/2023	43	-	-	-	-	43
Singapore Math Inc.	S255122	12/16/2022	1/15/2023	144	-	-	-	-	144
Singapore Math Inc.	S255131	12/16/2022	1/15/2023	159	-	-	-	-	159
Singapore Math Inc.	S255158	12/16/2022	1/15/2023	159	-	-	-	-	159
Singapore Math Inc.	S255168	12/16/2022	1/15/2023	159	-	-	-	-	159
So Cal Speech and Debate	2022F-CPA	12/15/2022	1/14/2023	750	-	-	-	-	750
SOR Schools VI, LLC	2022_82	11/23/2022	12/23/2022	230	-	-	-	-	230
SOR Schools VI, LLC	2022_84	12/13/2022	1/12/2023	88	-	-	-	-	88
South Coast Conservatory	SCC-05-2022	12/12/2022	12/12/2022	650	-	-	-	-	650
Southland Ballet Academy Inc.	7032	12/1/2022	12/31/2022	210	-	-	-	-	210
Southland Ballet Academy Inc.	7033	12/1/2022	12/31/2022	342	-	-	-	-	342

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Southland Ballet Academy Inc.	7034	12/1/2022	12/31/2022	85	-	-	-	-	85
Southland Ballet Academy Inc.	7036	12/1/2022	12/31/2022	85	-	-	-	-	85
Southland Ballet Academy Inc.	7037	12/13/2022	1/12/2023	235	-	-	-	-	235
Southland Ballet Academy Inc.	7039	12/13/2022	1/12/2023	245	-	-	-	-	245
Southland Ballet Academy Inc.	7040	12/13/2022	1/12/2023	85	-	-	-	-	85
Southland Ballet Academy Inc.	7041	12/13/2022	1/12/2023	120	-	-	-	-	120
STEAM Academy LLC	CPA121322	12/12/2022	1/12/2023	2,290	-	-	-	-	2,290
Studies Weekly	468252	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468253	12/16/2022	1/13/2023	65	-	-	-	-	65
Studies Weekly	468254	12/16/2022	1/13/2023	65	-	-	-	-	65
Studies Weekly	468255	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468310	12/16/2022	1/13/2023	65	-	-	-	-	65
Studies Weekly	468311	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468312	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468313	12/16/2022	1/13/2023	65	-	-	-	-	65
Studies Weekly	468314	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468319	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468320	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468329	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468330	12/16/2022	1/13/2023	32	-	-	-	-	32
Studies Weekly	468383	12/16/2022	1/15/2023	65	-	-	-	-	65
Success 4 Hoopz	s4hDEC22plus	12/15/2022	1/14/2023	520	-	-	-	-	520
Teacher Synergy, LLC	215052315	12/12/2022	1/2/2023	22	-	-	-	-	22
Teacher Synergy, LLC	215063297	12/12/2022	1/2/2023	4	-	-	-	-	4
Teacher Synergy, LLC	215149584	12/13/2022	1/3/2023	39	-	-	-	-	39
Teacher Synergy, LLC	215163509	12/13/2022	1/3/2023	3	-	-	-	-	3
Teacher Synergy, LLC	215164241	12/13/2022	1/3/2023	19	-	-	-	-	19
Teacher Synergy, LLC	215200240	12/13/2022	1/3/2023	42	-	-	-	-	42
Teacher Synergy, LLC	215204299	12/13/2022	1/3/2023	10	-	-	-	-	10
Teacher Synergy, LLC	215204424	12/13/2022	1/3/2023	5	-	-	-	-	5
Teacher Synergy, LLC	215227365	12/13/2022	1/3/2023	45	-	-	-	-	45
Teacher Synergy, LLC	215360449	12/14/2022	1/4/2023	9	-	-	-	-	9
Teacher Synergy, LLC	215361306	12/14/2022	1/4/2023	64	-	-	-	-	64
Teacher Synergy, LLC	215486668	12/15/2022	1/5/2023	13	-	-	-	-	13
Teacher Synergy, LLC	215489668	12/15/2022	1/5/2023	103	-	-	-	-	103
Teacher Synergy, LLC	215489801	12/15/2022	1/5/2023	12	-	-	-	-	12
Teacher Synergy, LLC	215490095	12/15/2022	1/5/2023	19	-	-	-	-	19
Teacher Synergy, LLC	215534298	12/16/2022	1/6/2023	156	-	-	-	-	156
Teacher Synergy, LLC	215559073	12/16/2022	1/6/2023	97	-	-	-	-	97
Teacher Synergy, LLC	215559186	12/16/2022	1/6/2023	64	-	-	-	-	64
Teacher Synergy, LLC	215559305	12/16/2022	1/6/2023	81	-	-	-	-	81
Teacher Synergy, LLC	215559413	12/16/2022	1/6/2023	97	-	-	-	-	97
Teacher Synergy, LLC	215585477	12/16/2022	1/6/2023	36	-	-	-	-	36
The Music Factory LLC	M110122	12/16/2022	1/15/2023	1,137	-	-	-	-	1,137
The Stronghold	121622-3	12/16/2022	1/15/2023	135	-	-	-	-	135
The Stronghold	121622-4	12/16/2022	1/15/2023	135	-	-	-	-	135

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Time4Learning	6182759	12/6/2022	1/5/2023	1,000	-	-	-	-	1,000
TOCA Training Centers	TOCAdec22	12/16/2022	1/15/2023	624	-	-	-	-	624
Tutorloo, Inc. dba Mathnasium of Seal Beach	136	12/12/2022	1/11/2023	339	-	-	-	-	339
Tutorloo, Inc. dba Mathnasium of Seal Beach	137	12/12/2022	1/11/2023	339	-	-	-	-	339
ULINE	157671995	12/14/2022	1/13/2023	170	-	-	-	-	170
Usborne Books and More	DIR10657800	12/12/2022	1/11/2023	15	-	-	-	-	15
Verizon Wireless	9920592513	11/14/2022	12/6/2022	768	-	-	-	-	768
Verizon Wireless	9922355130	12/7/2022	12/30/2022	126	-	-	-	-	126
Veronica Anne Rowland	AC-NOV22-CPA	12/16/2022	1/15/2023	100	-	-	-	-	100
Webreak Hip-Hop Dance Company	0505	12/12/2022	12/12/2022	305	-	-	-	-	305
Webreak Hip-Hop Dance Company	0506	12/12/2022	12/12/2022	315	-	-	-	-	315
WM Music Lessons	080CPA	12/15/2022	1/14/2023	1,130	-	-	-	-	1,130
WM Tutoring Services	2205CPA	12/15/2022	1/14/2023	400	-	-	-	-	400
YMCA of Orange County	CPA1222	12/13/2022	1/12/2023	400	-	-	-	-	400
Total Outstanding Payables in December				<u>\$ 153,186</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 375,592</u>	<u>\$ 528,778</u>



**Resolution of Cabrillo Point Academy Board of Directors
2023-02**

RESOLUTION REGARDING EMPLOYEE RETENTION STIPENDS

WHEREAS, the Cabrillo Point Academy Board of Directors (“Board”) governs the Cabrillo Point Academy (“Charter School”), a nonprofit public benefit corporation, within the confines of both federal and state statutes governing charter schools and nonprofit corporations;

WHEREAS, California is experiencing a severe teacher shortage, which has been exacerbated by the COVID-19 pandemic;

WHEREAS, all Charter Schools employees have endured tremendous hardships during the months following the pandemic due to the additional stresses and demands resulting from the COVID-19 pandemic, creating, at times, low employee morale making employee retention a focus of the Charter School;

WHEREAS, Charter School has experienced a higher than typical employee resignation rate during and following the existence of the COVID-19 pandemic;

WHEREAS, Charter School understands and believes that high staff morale is in the best interest of educating its students, since it leads to increased staff retention, creating a positive learning environment for children served by the Charter School;

WHEREAS, it has been an accepted practice to expend public funds to maintain operations and continuity of services and to continue to employ existing staff in the aftermath of the COVID-19 pandemic;

WHEREAS, Charter School believes that an employee retention stipend of \$5,000.00 for each classified hourly staff member and 10% of the base salary or \$7500 (whichever is higher) for each certificated and/or salaried staff member, to be paid at the conclusion of the 2022-23 school year for each employee serves the public purposes of the Charter School in that employees who are financially incentivized to stay employed with the Charter School further the mission and vision of the Charter School in educating children;

WHEREAS, Charter School wishes to provide an employee retention stipend of \$5,000.00 for each classified hourly staff member and 10% of the base salary or \$7500 (whichever is higher) for each certificated and/or salaried staff member that were hired as of December 31, 2022, and wishes to provide an employee retention stipend of \$2,500.00 to those hourly classified staff members and 5% of the base salary of \$3750 (whichever is higher) for certificated and/or salaried staff

members that were hired between January 1, 2023 and March 31, 2023. Staff members hired after March 31, 2023 are not eligible for the employee retention stipend.

WHEREAS, to be eligible for the employee retention stipend, staff members must commit to return to work at the Charter School for the 2023/24 school year by signing an employment contract and must work for the entire first semester of the 2023/24 school year.

NOW, THEREFORE BE IT RESOLVED, that the Cabrillo Point Academy Board of Directors:

Authorizes the Executive Director to pay each employee of the Charter School an employee retention stipend of \$5,000.00 to each hourly classified staff member and 10% of the base salary or \$7500 (whichever is higher) for each certificated and/or salaried staff member at the conclusion of the 2022-23 school year for the purpose of retaining staff to further the public purpose of providing a high-quality education to the students of the Charter School.

To be eligible for an employee retention stipend, the employee must commit to return to work at the Charter School for the 2023/24 school year by signing an employment contract and must work for the entire first semester of the 2023/24 school year.

The Executive Director shall pay an employee retention stipend of \$5,000.00 each hourly classified staff member and 10% of the base salary or \$7500 (whichever is higher) for each certificated and/or salaried staff member that were hired as of December 31, 2022, and wishes to provide an employee retention stipend of \$2,500.00 to those hourly classified staff members and 5% of the base salary of \$3750 (whichever is higher) for certificated and/or salaried staff members that were hired between January 1, 2023 and March 31, 2023. Employees hired after March 31, 2023, are not eligible for the employee retention stipend.

The Executive Director, or designee, is authorized to seek repayment of the employee retention stipend from any employee that fails to remain employed by the Charter School for the entire first semester of the 2023/24 school year.

SECRETARY'S CERTIFICATE

I, Caroline Moon, President of the Board of Directors of Cabrillo Point Academy a California nonprofit public benefit corporation, County of San Diego, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Cabrillo Point Academy, which was duly and regularly held on January 26, 2023, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

President of the Board of Directors of
Cabrillo Point Academy



RESOLUTION REGARDING EMPLOYEE RETENTION STIPENDS

2023-03

WHEREAS, the Cabrillo Point Academy Board of Directors (“Board”) governs the Cabrillo Point Academy (“Charter School”), a nonprofit public benefit corporation, within the confines of both federal and state statutes governing charter schools and nonprofit corporations;

WHEREAS, California is experiencing a severe teacher shortage, which has been exacerbated by the COVID-19 pandemic;

WHEREAS, all Charter Schools employees have endured tremendous hardships during the 2021-22 school year due to the additional stresses and demands resulting from the COVID-19 pandemic, creating, at times, low employee morale making employee retention a focus of the Charter School;

WHEREAS, Charter School has experienced a higher than typical employee resignation rate during the existence of the COVID-19 pandemic;

WHEREAS, Charter School understands and believes that high staff morale is in the best interest of educating its students, since it leads to increased staff retention, creating a positive learning environment for children served by the Charter School;

WHEREAS, it has been an accepted practice to expend public funds to maintain operations and continuity of services and to continue to employ existing staff in light of the COVID-19 pandemic;

WHEREAS, Charter School believes that an employee retention stipend to be paid at the conclusion of the 2021-22 school year, up to \$5,000.00 for each employee serves the public purposes of the Charter School in that employees who are financially incentivized to stay employed with the Charter School further the mission and vision of the Charter School in educating children;

WHEREAS, Charter School wishes to provide an employee retention stipend of \$5,000.00 to staff members that were hired as of December 31, 2021, and wishes to provide an employee retention stipend of \$2,500.00 to those staff members that were hired between January 1, 2022 and March 31, 2022. Staff members hired after March 31, 2022 are not eligible for the employee retention stipend.

WHEREAS, to be eligible for the employee retention stipend, staff members must commit to return to work at the Charter School for the 2022/23 school year by signing an employment contract or sign an intent to return and must work for the entire 2022/23 school year.

NOW, THEREFORE BE IT RESOLVED, that the Cabrillo Point Academy Board of Directors:

Authorizes the Executive Director to pay each eligible employee of the Charter School an employee retention stipend of up to \$5,000.00 at the conclusion of the 2021-22 school year for the purpose of retaining staff to further the public purpose of providing a high quality education to the students of the Charter School.

To be eligible for an employee retention stipend, the employee must commit to return to work at the Charter School for the 2022/23 school year by signing an employment contract or sign an intent to return and must work for the entire 2022/23 school year.

The Executive Director shall pay an employee retention stipend of \$5,000.00 to those employees that were hired as of December 31, 2021. The Executive Director shall pay an employee retention stipend of \$2,500.00 to those employees that were hired between January 1, 2022 and March 31, 2022. Employees hired after March 31, 2022 are not eligible for the employee retention stipend.

The Executive Director, or designee, is authorized to seek repayment of the employee retention stipend from any employee that fails to remain employed by the Charter School during the first semester of the 2022/23 school year.

The foregoing Resolution was introduced by _____, who moved its adoption, seconded by _____, and adopted on roll call on _____.

AYES: _____ NOES: _____ ABSENT OR ABSTENTION: _____

_____, Board President

_____, Board Secretary

_____, Board Treasurer

_____, Board Member

_____, Board Member

STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only January 18, 2023, is made by and between NDH America, Inc. dba NDH Investment, Inc. ("Lessor") and Cabrillo Point Academy ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1300 Quail Street, Suite 100, Newport Beach, CA 92660 ("Premises"). The Premises are located in the County of Orange, and consist of ~~approximately _____ rentable square feet and~~ approximately 3,175 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 29,052 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** Twelve (12) unreserved and zero (0) reserved vehicle parking spaces at a monthly cost of N/A per unreserved space and N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** Three (3) years and Two (2) months ("Original Term") commencing March 1, 2023 ("Commencement Date") and ending April 30, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing February 15, 2023 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$7,462.00 per month ("Base Rent"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 42.

1.6 **Lessee's Share of Operating Expense Increase.** Ten point nine percent (10.9 %) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$7,462.00 for the period March 1, 2023 - March 31, 2023.

(b) **Security Deposit:** \$8,154.00 ("Security Deposit"). (See also Paragraph 5)

(c) **Parking:** N/A for the period _____.

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** \$15,616.00.

1.8 **Agreed Use:** General office. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Lee & Associates-Ontario License No. 00976995 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Chris Coyte License No. 01017328 is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Lee & Associates-Irvine License No. 01044791 Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Allen Basso License No. 01298159 is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of --- or --- % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 8:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 9:00 a.m. to 1:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☒ Other (specify): Internet, telephone, security and interior pest control

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50.01 through ----;

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- ☒ a plot plan depicting the Premises; **Exhibit "B"**
- ☒ a current set of the Rules and Regulations;
- ☐ a Work Letter;
- ☐ a janitorial schedule;
- ☒ other (specify): Rent Adjustment (Paragraph 51), Option(s) to Extend (Paragraph 52), Exhibit "A"- Lessors Insurance Requirements, and Construction Work Order and Agency Disclosure, Uniform Disclaimer, Agency Disclosure .

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial

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capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

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4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other

instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive

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the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power

panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as

broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order

to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall

terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 Services Exclusive to Lessee. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a

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reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may

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collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the

unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the

reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a

transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with

such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

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(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are

dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
NDH America, Inc. dba NDH Investment, Inc.

By: _____
Name Printed: Khanh Nguyen
Title: President
Phone: _____
Fax: _____
Email: khanhnd@ndhinvest.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1300 Quail Street, Suite 211, Newport Beach, CA 92660
Federal ID No.: _____

BROKER

Lee & Associates-Ontario
Attn: Chris Coyte
Title: Senior Vice President/Principal
Address: 3535 Inland Empire Blvd., Ontario, CA 91764
Phone: 909.989.7771
Fax: 909.944.8250
Email: ccoyte@lee-assoc.com
Federal ID No.: 33-0263082
Broker DRE License #: 00976995
Agent DRE License #: 01017328

Executed at: _____
On: _____

By LESSEE:
Cabrillo Point Academy

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Lee & Associates-Irvine
Attn: Allen Basso
Title: Senior Vice President/Principal
Address: 9838 Research Dr., Irvine, CA 92618
Phone: 949.790.3130
Fax: _____
Email: abasso@leeirvine.com
Federal ID No.: _____
Broker DRE License #: 01044791
Agent DRE License #: 01298159

ADDENDUM TO LEASE

Date: January 18, 2023
By and Between
Lessor: NDH America, Inc. dba NDH Investment, Inc.
Lessee: Cabrillo Point Academy
Property Address: 1300 Quail Street, Suite 100, Newport Beach, CA 92660
(street address, city, state, zip)

Paragraph: 50

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

50.01 Prior to the Early Possession Date, Lessor at it's sole cost and expense shall complete the following Tenant Improvement's on a turn-key basis:

- 1. Patch and paint throughout suite
- 2. Replace existing flooring
- 3. Reconfigure floor plan per Exhibit "A"
- 4. Replace all ceiling tiles.
- 5. Replace any damaged lights and/or lenses.

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RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: January 18, 2023
By and Between
Lessor: NDH America, Inc. dba NDH Investment, Inc.
Lessee: Cabrillo Point Academy
Property Address: 1300 Quail Street, Suite 100, Newport Beach, CA 92660
(street address, city, state, zip)

Paragraph: 51

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (check method(s) to be used and fill in appropriately):

- ☐ I. Consumer Price Index.
- a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (fill in Urban Area): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.
- ☐ II. Fixed Percentage. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("Percentage Increase Date(s)") by _____ percent (_____ %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.
- ☒ III. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
<u>March 1, 2023 - March 31, 2023</u>	<u>\$7,462.00</u>
<u>April 1, 2023 - April 31, 2023</u>	<u>\$0.00</u>
<u>May 1, 2023 - May 31, 2023</u>	<u>\$7,462.00</u>
<u>June 1, 2023 - June 30, 2023</u>	<u>\$0.00</u>
<u>July 1, 2023 - February 29, 2024</u>	<u>\$7,462.00</u>
<u>March 1, 2024 - February 28, 2025</u>	<u>\$7,686.00</u>
<u>March 1, 2025 - February 28, 2026</u>	<u>\$7,916.00</u>
<u>March 1, 2026 - April 30, 2026</u>	<u>\$8,154.00</u>
_____	_____
_____	_____

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

Dated: January 18, 2023

By and Between

Lessor: NDH America, Inc. dba NDH Investment, Inc.

Lessee: Cabrillo Point Academy

Property Address: 1300 Quail Street, Suite 100, Newport Beach, CA 92660
(street address, city, state, zip)

Paragraph: 52 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee one (1) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of sixty (60) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least six (6) but not more than nine (9) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ **I. ~~Consumer Price Index.~~**

~~(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.~~

~~(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI-W (Urban Wage Earners and Clerical Workers) or ☐ CPI-U (All Urban Consumers), for (fill in Urban Area): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (select one): ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ (fill in month) _____.~~

~~(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

☐ **II. ~~Fixed Percentage.~~** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (- _____ %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☒ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral**").

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Arbitrator"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the Arbitrators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☐ **IV. Fixed Rental Adjustment(s) ("FRA").**

~~The monthly Base Rent shall be increased to the following amounts on the dates set forth below:~~

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

☐ **V. Continuation of Original Term Adjustments.**

~~The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.~~

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: January 18, 2023

By and Between

Lessor: NDH America, Inc. dba NDH Investment, Inc.

Lessee: Cabrillo Point Academy

Property Address: 1300 Quail Street, Suite 100, Newport Beach, CA 92660
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 8:00 P.M. and 6:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

INITIALS

INITIALS

- 7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
- 8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
- 9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
- 10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
- 11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
- 12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com
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EXHIBIT A

LESSEE'S INSURANCE REQUIREMENTS

This Exhibit is attached to and constitutes a part of that certain Standard Multi-Tenant Office Lease - Gross of even date herewith (the "*Lease*") between NDH AMERICA, INC. dba NDH Investment, Inc., as Lessor and Cabrillo Point Academy as Lessee. Unless otherwise defined in this Exhibit, all capitalized terms shall have the meanings given those terms in the Lease.

1. **Lessee's Liability Insurance.** Section 8.2(a) of the Lease is revised to read as follows:

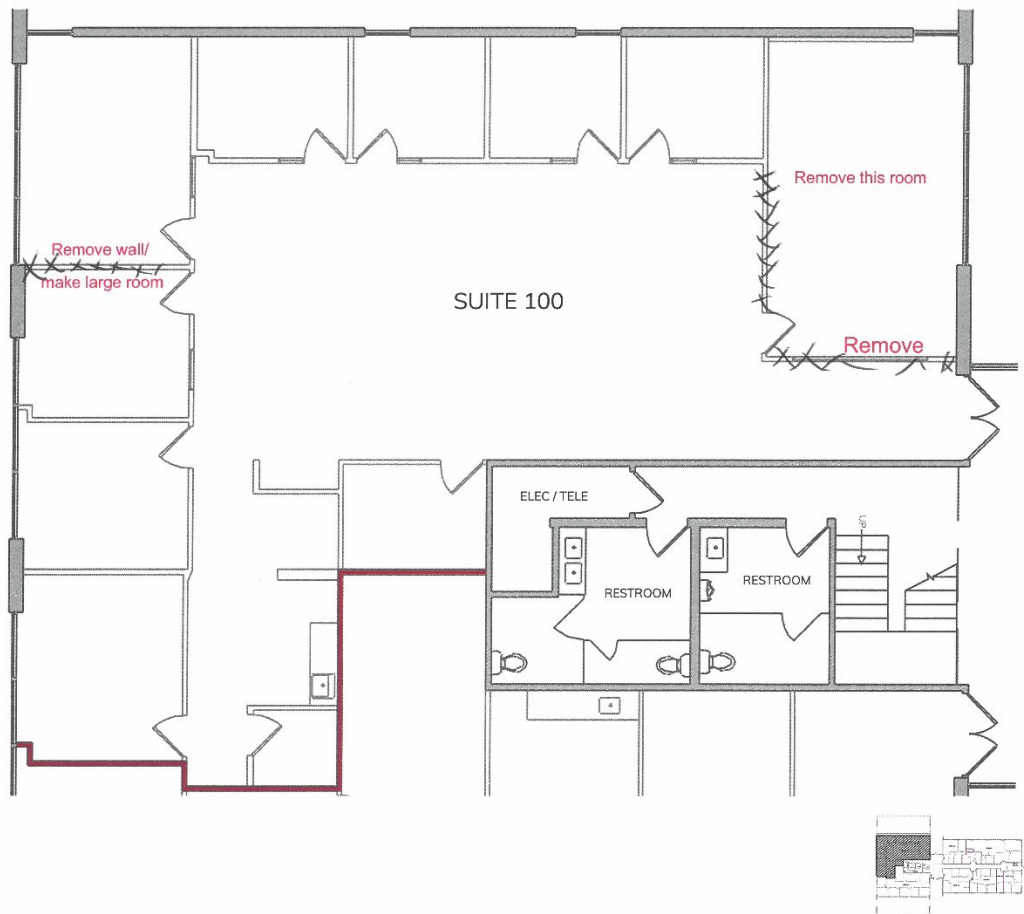
(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability insurance policy, including personal injury, blanket contractual (specifically covering Lessee for liability, loss, cost and damage, including attorneys' fees, assumed by Lessee), broad-form property damage, including independent contractors, personal injury liability, severability of interest or cross-liability, and owned, hired and non-owned automobile liability with combined single limit for bodily injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000). Lessee shall add Lessor, its lender, property manager and any other person or entity designated by Lessor as additional insureds (collectively, the "***Additional Insured Parties***"), as their interest may appear, as additional insureds by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

2. **Worker's Compensation Insurance.** Section 8.4(b) of the Lease is revised to read as follows:

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements, including employers' liability. Lessee's workers compensation insurance policy shall be endorsed by a separate endorsement waiving the carrier's right of subrogation against the Additional Insured Parties. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5

Exhibit B
Floor Plan

SUITE 100
\$2.60 FSG



“LESSOR”

NDH America, Inc. dba NDH Investment, Inc.

By: _____

Date: _____

“LESSEE”

Cabrillo Point Academy

By: _____

Date: _____

UNIFORM DISCLAIMER FORM LEASE FORM

1. **LEGAL EFFECT.** Lessor and Lessee acknowledge that the Proposal to Lease contained herein is not a lease, and that it is intended solely to establish deal points which will be used as the basis for the preparation of a lease by Lessor. The lease shall be subject to Lessor's and Lessee's approval, and only a fully executed and delivered lease shall constitute a legally binding lease for the Premises. Broker makes no warranty or representation to Lessor or Lessee that acceptance of this Proposal to Lease will guaranty the execution of a lease for the Premises.

Lessor and Lessee acknowledge that Broker is not qualified to practice law, nor authorized to give legal advice or counsel you as to any legal matters affecting this document. Broker hereby advises Lessor and Lessee to consult with their respective attorneys in connection with any questions each may have as to legal ramifications or effects of this document, prior to its execution.

2. **FORM OF LEASE.** This proposed document is a standard form document, and Broker makes no representations or warranties with respect to the adequacy of this document for either Lessor's or Lessor's particular purposes. Broker has, at the direction of Lessor and/or Lessee, "filled in the blanks" from information provided to Broker based on prior correspondence, discussions of the parties with respect to the Proposal to Lease, and subsequent counteroffers between the parties hereto. By initialing this paragraph, Lessor and Lessee acknowledge and agree that this document is delivered to each subject to the express condition that Broker has merely followed the instructions of the parties in preparing this document, and does not assume any responsibility for its accuracy, completeness or form. Lessor and Lessee acknowledge and agree that in providing this document, Broker has acted to expedite this transaction on behalf of Lessor and Lessee, and has functioned within the scope of professional ethics by doing so.

Lessor's Initials: _____ Lessee's Initials: _____

3. **NO INDEPENDENT INVESTIGATION.** Lessor and Lessee acknowledge and understand that any financial statements, information, reports, or written materials of any nature whatsoever, as provided by the parties to Broker, and thereafter submitted by Broker to either Lessor and/or Lessee, are so provided without any independent investigation by Broker, and as such Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents have been submitted.
4. **NO WARRANTY.** Lessor and Lessee acknowledge and agree that no warranties, recommendations, or representations are made by the broker as to the accuracy, the legal sufficiency, the legal effect of the tax consequences of any of the documents submitted by Broker to Lessor and/or Lessee referenced in Paragraph 3 above, nor of the legal sufficiency, legal effect, or tax consequences of the transactions contemplated thereby. Furthermore, Lessor and Lessee acknowledge and agree that Broker has made no representations concerning the ability of the Lessee to use the Premises as intended, nor of the sufficiency or adequacy of the Premises for their intended use, and Lessee is relying solely on its own investigation of the Premises in accepting this Proposal to Lease.
5. **NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS.** Although Broker will disclose any knowledge it actually possesses with respect to the existence of any hazardous wastes, substances, or underground storage tanks at the Premises, Broker has not made any independent investigations or obtained reports with respect thereto, except as may be described in a separate written document signed by Broker. All parties hereto acknowledge and understand that Broker makes no representations regarding the existence or nonexistence of hazardous wastes, substances, or underground storage tanks at the Premises. Each party should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.
6. **DISCLOSURE RESPECTING AMERICANS WITH DISABILITIES ACT.** The United States Congress has recently enacted the Americans With Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. Broker recommends that you consult the attorneys and qualified design professionals of your choice for information regarding these matters.
7. **ATTORNEYS' FEES.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
8. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, negotiations and understandings of the parties, other than such writings as may be executed and/or delivered by the parties pursuant hereto. There are no oral agreements or implied covenants by the Lessor or Lessee, or by their respective employees, or other representatives.

Date: _____ Date: _____

Lessor: _____ Lessee: _____
NDH America, Inc. dba NDH Investment, Inc. Cabrillo Point Academy

DISCLOSURE REGARDING REAL ESTATE AGENCY
As required by the Civil Code

Please note that the terms “Seller” and “Buyer” are defined by the CA Civil Code to include a Lessor and Lessee, respectively.
If you are a Listing Agent - you must deliver the form to the Seller/Lessor before entering into the listing agreement. If the Buyer/Lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the Buyer/Lessee.
If you are the Buyer’s Agent - you must deliver the form to the Buyer/Lessee as soon as the Buyer/Lessee seeks your services, but in any event before the Buyer/Lessee signs an offer. In addition, you must also deliver the form to the Seller/Lessor before or concurrently with presenting an offer.

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER’S/LESSOR’S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER’S/LESSEE’S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER/LESSOR AND BUYER/LESSEE

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seiler or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

REPRESENTATION CONFIRMATION

Property Name:_____

Property Street Address, City State_____

Further described as:_____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE ATTACHED.

Date:_____ Agent: _____ BRE Lic # _____

By:_____ BRE Lic # _____

is the Agent of (check one)

☐ the Seller/Lessor exclusively; or ☐ both the Buyer/Lessee and the Seller/Lessor.

Date:_____ Agent: _____ BRE Lic # _____

By:_____ BRE Lic # _____

is the Agent of (check one)

☐ the Buyer/Lessee exclusively; or ☐ both the Buyer/Lessee and the Seller/Lessor.

SELLER/LESSOR:

BUYER/LESSEE:

BY:_____

BY:_____

PRINT NAME:_____

PRINT NAME:_____

TITLE:_____

TITLE:_____

DATE:_____

DATE:_____

DISCLOSURE REGARDING REAL ESTATE AGENCY

Civil Code Sections 2079.13 Through 2079.24

- 2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
- (a) "Agent*" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) 'Associate licensee*' means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Sections 1940) of Title 5, mobile homes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.

(e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(m) "Sell," "sale " or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller includes both a vendor and a lessor.

(o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.
- 2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:
- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.
- 2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.
- 2079.16. Reproduced on Page 1 of this form.
- 2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:
- DO NOT COMPLETE – SAMPLE ONLY

(Name of Listing Agent)

DO NOT COMPLETE – SAMPLE ONLY

(Named of Selling Agent if not the same as the Listing Agent)

is the Listing agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.
- 2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.
- 2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
- 2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
- 2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
- 2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.
- 2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
- 2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



CABRILLO POINT ACADEMY

13915 Danielson St., #200, Poway, California 92064
Phone (619) 782-6464 * Fax (619) 363-7051

Regularly Scheduled Board Meeting – Cabrillo Point Academy

December 6, 2022 – 1:00 pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance:

Caroline Moon, Devon Roseli, Jordan Terrones

Daniel Rooney (entered at 1:22 pm)

Through Teleconference

Also Present: Jenna Lorge, Dr. Erika Vanderspek

Through Teleconference

Call to Order

Caroline Moon called the meeting to order at 1:04pm.

Approval of the Agenda

- Caroline Moon made a motion to approve the agenda with the following edits: strike item 11d, Invoices over \$100,000; move item 8, Audit Report, to after item 4; move item 11, Consent Agenda, to after item 13 Employee Performance Evaluation.
- Devon Roseli seconded.
- Unanimous

Public Comments

No public comments.

Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold

Virtual Meetings Pursuant to AB 361

- Devon Roseli made a motion to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
- Jordan Terrones seconded.
- Unanimous

Discussion and Potential Action on the 2021-2022 Audit Report

Anthony Lee with Wilkinson Hadley King presented the audit report. There were no findings and the school is in good standing.

- Caroline Moon made a motion to approve the 21-22 audit report.
- Jordan Terrones seconded.
- Unanimous

Closed Session – Conference with Legal Counsel – Anticipated Litigation (Four Cases)

Caroline Moon made a motion to enter closed session at 1:18 pm. Devon Roseli seconded. Unanimous.

Daniel Rooney joined the meeting at 1:22 pm.

Caroline Moon made a motion to leave closed session at 2:02 pm. Devon Roseli seconded. Unanimous.

Report Out: The Cabrillo Point Academy board unanimously approved a settlement agreement of \$201,827.75 with Granite Mountain Charter School on the condition that a final settlement agreement is prepared and includes a full mutual release of claims.

A settlement for case 1955112 was approved.

A settlement for case 1955102 was approved.

No action was taken on the fourth case.

Executive Director's Report

Candace Gadomski, Director of Testing, reported the 2021 Dashboard and CAASPP results. Jenna Lorge also shared an enrollment update, the staff hired since the last board meeting, and the upcoming parent engagement opportunities.

Discussion and Potential Action on the 2022-2023 First Interim Report

Jason Sitomer from Charter Impact presented. Revenue increased by \$970,000. The year-end surplus is not sustainable for meeting the SB 740 spending requirements, thus, the 40/80 spending requirement is out of compliance. Therefore, the school needs a plan to spend \$2,699,691 before the close of the 2022-2023 school year. The plan includes increasing student planning amounts by \$600 per pupil, a 4% staff salary increase, and a staff retention stipend.

- Daniel Rooney made a motion to approve.

- Devon Roseli seconded.

- Unanimous

Consent Agenda

a. Special Board Meeting Minutes from September 13, 2022

b. Regular Board Meeting Minutes from September 20, 2022

c. 2022-2023 Employee Handbook

d. 2022-2023 Parent Student Handbook

e. 2022-2023 Compensation Policy

- Devon Roseli made a motion to approve the consent agenda.

- Caroline Moon seconded.

- Unanimous

Discussion and Potential Action on the Resolution Regarding Professional Development Education Expenses for Transitional Kindergarten

Dr. Erika Vanderspek explained Cabrillo receives Universal PreKindergarten funding to use on professional development. Cabrillo would like to use some of the funds to pay for the tuition for interested Cabrillo teachers to take a 4-course sequence of early childhood development coursework offered through UCLA extension, which will prepare our teachers to be experts in serving our TK students. In return, Cabrillo expects the teachers will help develop CPA's TK resource website, conduct training, and hold TK park days.

- Caroline Moon made a motion to approve.

- Daniel Rooney seconded.
- Unanimous

Board Recruitment Ad-hoc Committee Report

Nothing to report.

Closed Session – Employee Performance Evaluation: Executive Director \$ 54956.9

Caroline Moon made a motion to enter closed session at 2:42 pm. Devon Roseli seconded. Unanimous.

Caroline Moon made a motion to leave closed session at 3:18 pm. Devon Roseli seconded. Unanimous.

Nothing to report.

Consent Agenda

- Caroline Moon made a motion to approve the consent agenda under the condition that the Executive Director to also receive a 4% raise in conjunction with the raises in item 11b. the 2022-2023 Compensation Policy.
- Devon Roseli seconded.
- Unanimous

Future Agenda Items

No items were brought forth by the board members.

Announcement of Next Regularly Scheduled Board Meeting

The next regularly scheduled board meeting will be held January 24, 2023, at 1:00pm.

Adjournment

- Caroline Moon made a motion to adjourn at 3:24pm.
- Devon Roseli seconded.
- Unanimous

Prepared by:

Dr. Erika Vanderspek

Noted by:

Board Secretary



Cabrillo Point Academy

Comprehensive Safety Plan

2022-2023

This document is to be maintained for public inspection during business hours.

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INTRODUCTION

Cabrillo Point Academy is committed to ensuring that all enrolled students and all employees are safe and secure. Cabrillo Point Academy believes that a beginning step toward safer schools is the development of a comprehensive plan for school safety by every school. Cabrillo Point Academy intends that parents, students, teachers, administrators, counselors, classified personnel, and community agencies develop safe school plans as a collaborative process. The plan will be reviewed and updated on an annual basis and proposed changes will be submitted to the Board for approval no later than March 1 of each year.

The California Education Code section 47605(c)(5)(F)(ii) requires California charter schools to develop a school safety plan, which shall include the topics listed in Education Code section 32282(a)(2)(A) to (J).

Plans for Charter Schools must “identify appropriate strategies and programs that provide and maintain a high level of school safety and address the school’s procedures for complying with existing laws related to school safety, which shall include the development of all of the following:

- A. Child Abuse Reporting Procedures - Penal Code 11164. *et seq.*
- B. Disaster Procedures, routine and emergency plans, and crisis response plan, including:
 - Earthquake emergency procedure system that includes: A school building disaster plan (Fire; relocation/evacuation; bomb threat; bioterrorism/hazardous materials; earthquake; flood; power failure/blackout; intruders/solicitors; weapons/assault/hostage; explosion; gas/fumes)
 - A drop procedure, drop procedure practice
 - Protective measures to be taken before, during and after an earthquake
 - A program to ensure that pupils, and certificated and classified staff are aware of and are trained in the procedures
 - Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency
- C. Suspension/Expulsion policies for Pupils who commit certain acts and other school- designated serious acts that would lead to suspension or expulsion— Ed Code 48915
- D. Procedures to notify teachers of dangerous pupils – Ed Code 49079
- E. Discrimination and Harassment Policy (include hate crime reporting procedures and policies)
- F. Schoolwide Dress Code (if it exists - including prohibition of gang-related apparel)
- G. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school site (pick-up, drop-off, maps, etc.)
- H. A safe and orderly environment conducive to learning at the school
- I. Rules and procedures on school discipline adopted pursuant to Education Code section 47605
- J. Procedures for conducting tactical responses to criminal incidents

A. CHILD ABUSE REPORTING PROCEDURES

Child abuse reporting law (Penal Code Section 11164, *et seq.*) requires that a Cabrillo Point Academy employee who has reason to believe that a child has been subjected to abuse, report the incident to the proper authorities.

At Cabrillo Point Academy, protecting children from child abuse is a major priority. Each year the administration sets aside time to meet with staff to discuss child abuse indicators and to remind teachers of the procedures to follow when abuse is suspected and provide annual training regarding the required procedures for mandated reporters within the first six weeks of each school year. Any employee hired during the school year shall receive such training within the first six weeks of employment.

Employees of Cabrillo Point Academy are familiar with Penal Code Section 11166 and understand the requirement that certificated and classified personnel report suspected child abuse immediately or as soon as practically possible to Children's Protective Services by telephone. They are aware that a call must be followed within at least 36 hours by a written report to the child protective agency.

All staff is aware of the location of a Child Abuse Information Folder that is kept on file and updated regularly. It includes informational literature, guidelines for recognizing abuse and specific directions for reporting it.

The determination as to who should be contacted will depend greatly upon the situation at hand. The local law enforcement agency will dispatch a unit to the school as soon as possible. Children's services may take much longer to respond. School personnel should always take into consideration the severity of the abuse and the extent to which the student's safety is at risk.

Duty to Report

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within thirty-six hours. The reporting duties are individual and cannot be delegated to another individual.

REPORTING PROCEDURES

A.

To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency.

The telephone report must be made immediately, or as soon as practically possible, upon suspicion. The verbal report will include:

- The name of the person making the report.
- The name of the child.

- The present location of the child.
- The nature and extent of any injury.
- Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

At the time the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

B.

Within thirty-six (36) hours of making the telephone report, the mandated reporter will complete and mail, fax, or electronically transmit a written report to the local child protective agency.

The written report shall include completion of the required standard Department of Justice form (DOJ SS 8572). The mandated reporter may request and receive copies of the appropriate form from the local child protective agency, or may retrieve the form from the internet.

Detailed instructions for completion of the form are on the back sheet of the form. Reporters may request assistance from the site administrator in completing and mailing the form; however, the mandated reporter is still responsible for ensuring that the written report is correctly filed.

C.

Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. The site administration, when notified, shall inform the Executive Director.

Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that the verbal or written reporting procedures are carried out according to state law and district regulations. If requested by the mandated reporter, the Executive Director may assist in the completion and filing of these forms.

When two (2) or more persons who are required to report jointly, have knowledge of suspected instance of child abuse, and when there is agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.

The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse, the Executive Director shall not notify the parent or guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent or guardian.

It is the responsibility of the peace officer to notify the parent or guardian of the situation. Peace officers will be asked to sign an appropriate release or acceptance of responsibility form.

When School Employees are Accused of Child Abuse

Regardless of who child abusers may be, the major responsibilities of mandated reporters are to:

- Identify incidents of suspected child abuse, and
- Comply with laws requiring reporting of suspected abuse to the proper authorities.

Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

Parent/guardians or members of the public accusing school employees of child abuse should be made aware of the ramifications of making false reports and should be provided with information regarding child abuse and child abuse reporting.

Disciplinary action resulting from the filing of formal charges or upon conviction shall be in accordance with School policies. The Executive Director or designee should consult with legal counsel in handling the employee discipline.

B. DISASTER PROCEDURES

Cabrillo Point Academy will take all necessary measures to keep students, staff and visitors safe in the event of a disaster. The following sections of this plan outline basic responsibilities for all staff for specific incidents.

The Standardized Emergency Management System (SEMS) based upon the Incident Command System (ICS) and the National Incident Management System (NIMS) will be utilized during all emergencies. When the school activates the ICS, communication and coordination will be established between the Incident Commander (in the field) and the Emergency Operation Center (EOC) Director. The Incident Commander will be the senior school staff member at the location of the incident. The EOC Director is the Executive Director, or if unavailable, the Deputy Executive Director.

RESPONSIBILITIES

The individual(s) responsible for implementation of this plan or to contact for any clarification is:

- Jenna Lorge, Executive Director, (p) 951-741-4376, jenna.lorge@cabrillopontacademy.org
- Erika Vanderspek, Deputy Executive Director, (p) 858-361-7078, erika.vanderspek@cabrillopontacademy.org

In the absence of the Executive Director or Deputy Executive Director, Assistant Directors are responsible for

ensuring that employees are in compliance with this Plan.

The EOC Director is responsible for operating and coordinating all emergency operations, requesting mutual aid assistance from law enforcement and emergency agencies, and has complete authority and responsibility for conducting the overall operations.

Supervisors will notify their employees of any known safety hazards or emergencies. Employees will notify their supervisor of any new safety hazards or emergencies. Employees will follow all reporting instructions as outlined in this Plan.

EMERGENCY TELEPHONE NUMBERS

Poway

- Local Police - San Diego County Sheriff's Department, 858-513-2800
- Local Fire – Poway Fire Department Station 1, 858-668-4460
- Local Hospital – Palomar Medical Center Poway, 858-613-4000

Costa Mesa

- Local Police - Costa Mesa Police Department, 714-754-5280
- Local Fire - Costa Mesa Fire & Rescue, 714-754-5106
- Local Hospital - Grossmont Hospital, 619-740-6000

El Cajon

- Local Police - San Diego County Sheriff's Department, 858-565-5200
- Local Fire - CAL Fire, 619-590-3100
- Local Hospital – Grossmont Hospital, 619-740-6000

In the event of a major emergency or disaster, the 9-1-1 emergency system may not function because of traffic overload. If you have a situation requiring immediate aid from police, fire or medical personnel you should try to use the 9-1-1 number first for immediate aid. In the event that the 9-1-1 emergency system is not functioning, you should call the local police department or fire department.

SPECIFIC PROCEDURES

EVACUATION PROCEDURES

Earthquakes, fire, bomb threats, hazardous chemical spill, or an incident on or near the office are just a few examples of an emergency incident situation that may require that portions of a building or an entire school building be evacuated.

The supervisor in charge at the office should identify evacuation areas on site and alternative off- sites

areas should it be necessary to evacuate.

A safe evacuation route must be able to accommodate moving a large number of people, while not exposing employees to danger. The location and type of emergency necessitates evaluation and possible adjustments to the usual evacuation routes. This evaluation will determine if the building should be evacuated in segments or if stationing a person at certain exits is necessary so that staff can be re-routed away from danger.

The movement of staff out of buildings requires accounting for every employee. In order to account for staff, work area supervisors must have available employee lists so that missing or extra staff can be reported immediately to the Command Posts (school; law enforcement; fire). When evacuating their work area, worksite supervisors must bring with them the location roster and emergency supplies.

During an evacuation, the following procedures must be followed:

- Move staff to the designated Evacuation Area.
- Take roll by completing Staff Accountability Form
- Runners collect Staff Accountability Report from classroom or work areas.
- If employee has an assignment on Emergency Management Team Organizational Chart, report to the Command Post (CP) and sign in.
- Report to Incident Commander (IC) for briefing and assignment.

SHELTER IN PLACE/LOCKDOWN/REVERSE EVACUATION PROCEDURES

Some emergencies may prevent safe evacuation and require steps to isolate staff from danger by instituting a lockdown or shelter in place. Other emergencies may occur prior to the work day, during break or lunch periods, or after the work day. When staff may be outside the school building or work site, a reverse evacuation should be initiated.

All employees must be familiar with the specific actions they must take during a lockdown or reverse evacuation. Discussions, training, and practice drills are essential to make these procedures workable.

In the event of a shelter in place, lockdown or reverse evacuation, work area supervisors must utilize the following procedures:

- If outside, move to the nearest building or room providing it is a safe route and that you are not moving in the direction of danger.
- If inside, stay inside.
- Lock door(s) to buildings and or work areas.
- If possible, quickly close all windows and then move away from the windows.
- Use caution when allowing late reporting staff to enter into the building.
- Have staff hide, if appropriate.
- Take roll using Staff Accountability Form.

- Report any “extra” staff that sought cover in your work area. Take this form with you if you are directed by the Incident Commander to evacuate your work area at a later time.
- Await further instructions from the Incident Commander via public address system, phone or an e-mail notification to all staff.
- **DO NOT** use the telephone to call out as all lines must be kept open, unless there is a dire emergency in your work area.
- Remain in the room/office until a member of the Emergency Management Team or a law enforcement officer arrives with directions.
- Have employees familiar with the building’s mechanical system turn off all fans, heating and air conditioning systems. Some systems automatically provide for exchange of inside air with outside air – these systems, in particular, need to be turned off, sealed, or disabled.
- Gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, duct tape, plastic sheeting and plastic garbage bags.
- Designate interior rooms(s) above the ground floor with the fewest windows or vents. The room(s) should have adequate space for everyone to be able to sit in. Avoid overcrowding by selecting several rooms if necessary. Large storage closets, utility rooms, meeting rooms, or conference room without exterior windows will also work well.
- Call emergency contacts and have the phone available if you need to report a life- threatening condition.
- Bring everyone into the rooms that have been designated. Shut and lock the door.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around the doors and any vents into the room. Consider precutting plastic sheeting to seal windows, doors, and vents. Each piece should be several inches larger than the space you want to cover so that it lies flat against the wall or ceiling/. Label each piece with the location of where it fits.

PROCEDURES FOR CONDUCTING A “SIZE-UP”

A “**SIZE-UP**” is a nine-step continual data gathering process that determines if it is safe to perform a certain emergency task, whether fire suppression, search and rescue, facilities assessment, etc. A size-up enables first responders to make decisions and respond appropriately in the areas of greatest need. The nine steps in a “size- up” are:

GATHER FACTS

- What has happened?
- How many people are involved?
- What is the current situation?
- Does the time of day or week affect this situation?
- Do weather conditions affect the situation (e.g. forecast, temperature, wind, rain)?
- What type(s) of structures are involved?
- Are buildings occupied? If yes, how many?
- Are there special considerations involved (e.g. children, elderly, disabled)?

- Are hazardous materials involved at or near the situation?
- Are other types of hazards likely to be involved?

ASSESS AND COMMUNICATE THE DAMAGE

- Take a lap around each building and try to determine what has happened, what is happening now, and what may happen next.
- Are normal communications channels functioning (e.g. ICS, radios, e-mail, phones)?

CONSIDER PROBABILITIES

- What is likely to happen?
- What is the worst-case scenario?

ASSESS YOUR OWN SITUATION

- Are you in immediate danger?
- Have you been trained to handle this situation?
- What resources are available which can assist with your current situation?

ESTABLISH PRIORITIES

- Are lives at risk? Remember, life safety is the first priority!
- Can you and available resources handle this situation SAFELY without putting others at risk?
- Are there more pressing needs at the moment? If yes, what are they?

MAKE DECISIONS

- Base decisions on the answers to Steps 1 through 3 and the priorities that your team has established.
- Where will deployment of resources do the most good while maintaining an adequate margin of safety?

DEVELOP AN INCIDENT ACTION PLAN

- Develop a plan that will help you accomplish your priorities.
- Simple plans may be verbal, but more complex plans should always be written.
- Determine how personnel and other resources should be deployed.

TAKE ACTION

- Execute your plan, documenting deviations and status changes so that you can accurately report the situation to first responders, the Incident Command Post, the EOC, or other agencies that respond to the scene (e.g., fire, law enforcement, medical, media, coroner, parents).

EVALUATE PROGRESS

- At reasonable intervals, evaluate progress in accomplishing the objectives in the plan of action
- (Incident Action Plan) to determine what is working and what changes you may have to make to

stabilize the situation.

BOMB THREAT

TELEPHONE BOMB THREAT

- During or after the call, if possible, complete the bomb threat checklist found on page 13.
- Stay on the line with the caller as long as possible, continuing to try and obtain more information about the threat. Try if possible, to determine the gender and age of caller. Try if possible, to get the caller to tell you the exact location of the bomb and the time of threatened detonation.
- Have someone else call **911** (first 9 is to obtain outside line) and notify the Executive Director. If the Executive Director is not available, notify the Deputy Executive Director.
- Without using portable radios or cell phones, organize a meeting with the school's Emergency Management Team (EMT). Radio and cell phone usage can resume once you are 300 feet away from school premises as a bomb could be hidden outside.
- If necessary, implement the ICS with only those positions deemed necessary.
- Assign a recorder to document events as they take place.
- If the location of the bomb is not specifically designated, students and staff will be kept in a secure location.
- Any search of the site should be done under the direction of law enforcement.
- The decision to evacuate the location is the responsibility of the Executive Director or his/her designee, in conjunction (when possible) with law enforcement.
- If an evacuation is ordered, do not touch anything while leaving the building. Report any suspicious items to the Incident Commander.
- Follow off-site evacuation procedures.
- If the caller identifies a location where the device has been placed, avoid evacuating through the identified area.
- EMT members responsible for off-site evacuation and student accounting should begin making preparations for an orderly transition of the students/staff to the evacuation site.
- When the off-site evacuation location is reached, account for all students and staff. Report missing students/staff to the Incident Commander. The Incident Commander will report missing students/staff to the law enforcement agency assisting with the evacuation.
- Re-entry onto the school campus can only take place at the direction of Incident Commander.

E-MAIL BOMB THREAT

- Save the e-mail message.
- Print a copy of the message and give to the Executive Director, law enforcement, and the Technology Department.
- Follow applicable procedures from above.

BOMB THREAT CHECKLIST - CABRILLO POINT ACADEMY

This form will help you obtain the necessary information from the caller. Keep this information near the phone. Date: _____ Time: _____ AM _____ PM _____

Exact words of the person placing call: _____

QUESTIONS TO ASK:

- When is the bomb going to explode? _____
- Where is the bomb right now? _____
- What kind of bomb is it? _____
- What does it look like? _____
- Why did you place the bomb? _____
- What will prevent you from doing this? _____
- What is your name? (He/she may inadvertently give it) _____

TRY TO DETERMINE THE FOLLOWING: (Circle all that apply)

Caller Description: Male Female Adult Juvenile Middle-Aged Old

Voice: Loud Soft High-pitch Deep Raspy Pleasant Intoxicated

Accent: Local Non-Local Foreign Region Other: _____

Speech: Fast Slow Distinct Distorted Stutter Nasal Slurred Lisp

Language: Excellent Good Fair Poor Foul Other: _____

Manner: Calm Angry Rational Irrational Coherent Incoherent Deliberate
Emotional Righteous Laughing Intoxicated

Background Noises: Office Machines Factory Machines Trains Animals Music Quiet
Voices Airplanes Street Traffic Party Atmosphere Other: _____

NOTIFY THE FOLLOWING PERSON(S): _____

Do not panic and do not discuss the information you have received except with the above-named persons.

Person receiving the Bomb Threat: _____ at telephone number: _____

Caller ID returned the following number: _____

Police contacted by: _____ Time: _____ Date: _____

Search was made for the bomb: Y N Evacuation was conducted: Y N

FIRE/EXPLOSION/AIRCRAFT CRASH OR SIMILAR INCIDENT

Apart from arson, major causes of fires include improper handling and storage of flammable liquids, overloaded electrical outlets, and excessive accumulation of rubbish.

FIRE/EXPLOSION/AIRCRAFT CRASH PROCEDURES

- Call **911** to report a fire, explosion, aircraft crash, or similar incident, stay on-line and give specific information (name, address of school or facility). Utilize manual pull station to activate building alarm system and evacuate building when you hear an alarm.
- In the event of a small fire, notify **911** and then use the nearest fire extinguisher to control the fire if you have been trained in their use.
- Do not attempt to fight large fires, call **911** and evacuate building.
- Assist students in evacuating the building and proceed to outdoor school evacuation area or areas. When evacuating buildings walk, do not run.
- If heavy smoke is present, crawl or stay near floor for breathable air.
- Assist any individuals who would have physical problems evacuating the building. Stay in the designated assembly area and account for all personnel and students by using the Staff and Student Accountability Report.
- Do not block fire lanes or areas used by the fire department.
- Do not re-enter building until authorized by fire department or the Executive Director.
- If the fire is off site, wait for instructions from the EOC (Executive Director) or the EOC's designee.
- If safe to do so, site administration should assign a recorder to begin documentation of the event.
- Before leaving a work area, and if safe to do so, the work area supervisor or their designee should make sure all windows are closed.
- Procedures for anyone with special needs should be planned in advance and practiced.
- Administration should initiate the Incident Command System (ICS) and the designee assumes the role of the Incident Commander (IC); the IC shall contact the EOC; the EOC and IC shall coordinate with emergency services.
- Supervisors are to complete the Staff Accountability Report when safe to do so.
- Data collected from the Staff Accountability Form will determine if the Incident Commander needs to activate additional portions of the ICS, such as First Aid, Medical, Search and Locate/Rescue, etc.
- The fire department will give clearance to site administration when it is OK for staff to re-enter the building or an alternative plan if the building will not be able to be occupied.

FIRE DRILL PROCEDURES

- NO advance notice of fire drills should be given to building occupants.
- All drills shall be conducted using the same procedures that would be followed in case of an actual fire.
- Fire drills should be conducted at different hours of the day.

- An appropriate number of staff members should know how to reset the fire alarm.
- Immediately after the alarm has sounded for the drill, call the Fire Department non-emergency number to advise that this is only a drill.
- Keep documentation for each drill and record notable events for future consideration/improvement.
- Fire drills shall be conducted as frequently as is required by law.

POSTING OF EVACUATION ROUTES

- A map, showing the primary and secondary evacuation routes shall be posted inside each room. The evacuation map shall have the office location highlighted and be placed on the wall so that an arrow indicating the exit route is pointing in the direction of the exit from the room.
- The map shall be labeled “**EVACUATION PLAN**” in bold letters and prominently posted in hallways, offices, bathrooms, cafeterias, lounges.

EARTHQUAKE

An earthquake’s effect on facilities will vary from building to building. Fire alarm or sprinkler systems may be activated by the shaking. Elevators and stairways will need to be inspected for damage before they can be used. Another major threat during an earthquake is from falling objects and debris. Injuries may be sustained during the earthquake while evacuating the building(s) or upon re-entry. Use the following guidelines/procedures to manage the incident:

IF INDOORS

- **DROP, COVER AND HOLD ON** by getting under a desk or table. Protect eyes, head and neck.
- Move away from windows and objects that could fall.
- Stay under desk or table until shaking stops.
- Listen for emergency instructions.
- Evacuate building if necessary and stay away from buildings, utility poles and large objects while transferring to the assembly area.
- Account for all staff using Staff Accountability Report.

IF OUTDOORS

- Move away from buildings, utility poles and large objects.
- Avoid all downed electrical lines.
- Do not touch any wire or any metal objects.
- Sit down in a safe area.
- Move to assembly area and begin accounting for all staff.

IN VEHICLE

- Stop vehicle in a safe location away from power lines, overpasses, or buildings.
- Stay in vehicle and establish radio contact with School office.

GENERAL GUIDELINES (AFTER THE QUAKE)

- Be prepared for aftershocks and ground motion.
- Evaluate immediate area for earthquake related hazards (fire, building collapse, gas leaks, downed electrical lines, wires, etc.).
- Account for all staff.
- Activate necessary portions of the ICS in collaboration with the site emergency team.
- Determine injuries and provide basic first aid.
- Call **911** if there is a major emergency that is life threatening. You may not get a response from **911** if a major disaster has occurred affecting a large local area. As we have been warned, we may be on our own for several hours or days.
- Establish communication with your Supervisor and Incident Commander
- Assist any law enforcement or fire units that may respond to your site.
- Control internal and external communications, including contact with school sites and city agencies by use of telephones, cell phones, radios, runners, e-mail, text messages, or other means.
- Refer all media inquiries to the EOC (Executive Director).
- In communication with the school sites, assess the overall situation, how long students and staff might be at school, how supplies might be distributed and sheltering of students and staff.

SHOOTING/STABBINGS

No single warning sign can predict that a dangerous act will occur; however, certain warning signs may indicate that someone is close to behaving in a way that is potentially dangerous to self and/or others. Imminent warning signs usually are present as a sequence of overt, serious, or hostile behaviors or threats directed at peers, staff (usually more than one staff member), as well as the person's immediate family.

Imminent warning signs require an immediate response and may include the following:

- Physically fighting with peers or family members.
- Hostile interactions with law enforcement that involve a number of recorded incidents.
- Hostile interactions with staff and administration.
- Destruction of property (school, home, community).
- Severe rage for seemingly minor reasons.
- Detailed (time, place and method) threats (written and/or oral) to harm or kill others.
- Possession and/or use of firearms and other weapons.
- Self-injurious behaviors or threats of suicide.
- Is carrying a weapon, particularly a firearm, and has threatened to use it.

WHAT TO DO IF A SHOOTING/STABBING OCCURS AT THE SCHOOL OFFICE

- The first indications of a shooting may include: sound of gunfire, loud cracking sounds, banging noises, windows shattering, glass exploding, bullets ricocheting or a report of a stabbing incident

on campus.

- Call **911**. Identify your address, and succinctly explain the emergency incident and exact location. Stay on the line until the **911** dispatcher has all the information needed to respond to the situation.
- Activate Incident Command System (ICS).
- Appoint Incident Commander and communicate location to law enforcement and fire/rescue units.
- If possible, initiate a work site lockdown to stabilize areas around the incident and make for an easier evacuation.
- Notify appropriate individuals, i.e., EOC (Executive Director, Deputy Executive Director).
- Provide information, when practicable, about the incident to staff via e-mail or by phone.
- Account for all staff members and students by using phone or e-mail or other communication means.
- Assign a liaison (preferably an administrator) to interface with law enforcement and fire department.
- Liaison can supply law enforcement with radio or phone communication, phone numbers, maps, keys, and other information deemed pertinent to the safe operation of the incident.
- Gather witnesses in secure room for law enforcement questioning. DO NOT allow witnesses to talk to one another (to protect the investigation). Assign staff to stay with witnesses until law enforcement arrives.
- Develop plan to evacuate staff and students to an off-site or alternate evacuation area should it be necessary to evacuate the building.
- Gather information of staff members and students involved in the incident.
- Prepare written statements for telephone callers and media in cooperation with law enforcement and the Executive Director. After consultation with law enforcement, determine whether to place a message on the School's website.
- Provide a liaison representative for family members for any injured staff members.
- Provide Crisis Response Team to provide counseling and to help deal with any psychological factors.

If staff are outside, they should be trained and/or instructed to:

- Move or crawl away from gunfire, trying to put barriers between you and the shooter.
- Understand that many barriers may visually conceal a person from gunfire but may not be bulletproof.
- Try to get behind or inside a building. Stay down and away from windows.
- When reaching a relatively safe area, stay down and do not move. Do not peek or raise head.
- Listen for directions from law enforcement.
- Provide your name to work area supervisor who is accounting for all staff.
- Help others by being calm and quiet.
- Provide law enforcement with as much information as possible, such as:

- Is suspect still on site and do you know current location?
- Where was the specific location of occurrence?
- Are there wounded staff members or students? How many?
- Description of all weapons (handgun, shotgun, automatic, dangerous objects, explosive devices, other).
- Describe sound and number of shots fired.

SCENE OF INCIDENT

- The scene of an incident/crime shall be preserved.
- With the exception of rescue and law enforcement personnel, no one is allowed to enter the immediate area or touch anything.
- Any witnesses, including staff members, should be held near the area of the incident and be made available to law enforcement for questioning.
- Law enforcement responding to the incident will coordinate activities at the scene of the incident and release the area to school officials when finished.

DEATH AND/OR SUICIDE

Death at a workplace or school site is rare; however, you should be prepared in the event of a death whether it be caused by earthquake, explosion, building collapse, fire, choking, heart attack, seizure, or an incident such as a shooting/stabbing, fight, suicide, etc.

Organizations should also be prepared for the sudden, unexpected death of a staff member, student, or student's ~~or a~~ family member that does not occur on the school campus (automobile accident, sudden death, drive by shooting, gang violence, etc.).

Guidelines to utilize in the event of a death at a school related activity are outlined below. Staff should follow the Students in Crisis Flow Chart for any student's facing immediate or non-immediate threats in any setting.

DEATH OCCURS AT SCHOOL

- Call **911**. Identify your address and briefly outline the emergency and location on site.
- Notify the school administration.
- Activate the Incident Command System if necessary. Assign staff as needed.
- Notify the EOC.
- Isolate other staff from scene.
- If there is a death, do not move body. Law enforcement will contact the coroner's office so that the body can be removed, and any personal items of the victim can be returned to family or secured as evidence.
- DO NOT disturb or touch anything if the event is declared a crime scene.
- Secure area with yellow caution tape and assign staff to guard area.

- Gather all witnesses and place them in a secure location. Tell witnesses not to discuss any part of their observations until law enforcement arrives to interview or release them. Assign staff to monitor witnesses.
- If the deceased is an employee, the EOC must notify Cal-OSHA within the 8-hour time requirement. Law enforcement or fire department may inform you they will contact Cal-OSHA; however, the School still must make certain it calls Cal- OSHA.
- Monitor staff emotional responses. Following a death there may be:
 - Self-referrals
 - Parent referrals
 - Reports and concerns expressed by relatives or good friends
 - Students who have experienced a recent loss.
- Develop a list of students and staff members that are having emotional symptoms.

HOSTAGE SITUATIONS

In any hostage situation, the primary concern must be the safety of staff.

Individuals who take hostages are frequently disturbed and the key to dealing with them is to make every attempt to avoid antagonizing them. Communication and demeanor with a hostage taker must be handled in a non- threatening, non-joking manner, always remembering that it may take very little to cause an individual to become violent.

IF THE OFFICE IS TAKEN HOSTAGE

- Do not use words such as “hostage,” “captives,” or “negotiate.”
- Stay calm.
- No heroics, challenges, or confrontation.
- Obey all commands.
- When safe, call **911**. Identify your work site and give the exact location in the building of the incident. Stay on the phone until law enforcement arrives to assume control of the situation.
- If possible, assign another staff member to notify the Site administrator.
- If possible, initiate a work site lockdown to stabilize areas around the incident and make for an easier evacuation.
- Activate the Incident Command System and appoint an Incident Commander (IC).
- If possible, the IC can provide law enforcement with key information relating to the work site and contact information for school employees.
- Keep all radios, television sets, and computers turned off to minimize any possibility that suspect can hear or see “NEWS REPORTS.”
- Make an effort to establish rapport with suspect. Provide your first name. Find out his/her first name and use first names, including those of other staff members involved in the situation. If you do not know first names, refer to the hostages(s) as men, and women.
- Be calm and patient and wait for help. Keep in mind that the average hostage incident lasts

approximately six (6) to eight (8) hours, and the average barricade incident lasts approximately three (3) hours. TIME IS ON YOUR SIDE.

- Anticipate a point of law enforcement entry, rescue and how suspects will be apprehended.
- If the hostage situation is on one side of the building, law enforcement will likely want to enter from the other side. Inform law enforcement exactly where the “Hostage Situation” is located and advise law enforcement what you consider to be the best “other side” entrance for law enforcement response.

WHEN THE HOSTAGE LOCATION IS OTHER THAN AND OFFICE

- Immediately call **911**. Identify your address and the situation, providing the exact location of the incident. STAY ON THE LINE UNTIL LAW ENFORCEMENT ARRIVES.
- While on the phone with the **911** dispatcher report the following if known:
 - Number of suspect(s)
 - Names(s) of suspect(s) (if known)
 - Description of suspect(s):
 - Male or Female
 - Race
 - Weight (Light; Lean; Heavy; Obese) stay away from using lbs.
 - Height (short; medium; tall) avoid using feet/inches
 - Hair
 - Eyes
 - Approximate age
 - Description of clothing
 - Anything special or unusual, like:
 - Scars
 - Tattoos
 - Burn marks
 - Birthmarks
 - Pierced body parts
 - Jewelry
 - Exact location of suspect (building, room) and include North, South, East or West in your directions.
 - Approximate number of staff and/or students in hostage area.
 - Are weapons or explosive devices involved?
 - Have any shots been fired? If yes, describe sound and number of shots fired.
 - Are there reports of any injuries or emergency medical needs (medication)? Describe exact location and condition of victim(s).
 - Are there any demands the suspect has made?
 - Is there any other background information, past problems with suspect, demeanor, possible motive, or vendettas against staff or particular staff member?

- If possible, assign another staff member to notify the EOC.

WHILE WAITING FOR LAW ENFORCEMENT

- If you can safely communicate to other offices by phone, implement lockdown procedures. For this situation, **DO NOT** set off any alarms as the bell may cause staff to panic and rush into a dangerous area.
- **DO NOT EVACUATE** until instructed or escorted by law enforcement.
- Complete Staff Accountability Report.

ONCE LAW ENFORCEMENT ARRIVES

- Law enforcement will need assistance in identifying witnesses. Gather witnesses in a secure location but do not let them talk with one another (to protect the investigation).

THE IC SHOULD MAKE PLANS TO

- Assign necessary personnel to assist.
- Record all events.
- Account for all staff.
- Prepare for a possible off-site evacuation route and location.
- Establish a media staging area.

HOSTILE VISITOR

A hostile visitor could be an irate parent, a staff member, a neighbor, or an acquaintance of a staff member. The situation may begin in the front office; however, the individual may bypass the office and go directly to the target of his/her hostility. It is the responsibility of staff to protect staff, attempt to defuse the situation, and, if necessary, notify law enforcement.

UNDERSTANDING NONVERBAL MESSAGES

Body language plays a role in communication. Nonverbal cues are especially crucial when dealing with a person who is upset and potentially violent. Pay attention to signs that a person is angry or frightened. These include:

- Trembling
- Sweating
- A red face
- Crossed arms
- Clenched jaw or fists
- Shallow breathing
- Glaring or avoiding eye contact
- Pacing the floor
- Sneering

- Crying
- Ranting

SEND THE RIGHT NONVERBAL MESSAGES

Don't get too close. An angry or upset person feels threatened by someone who stands too close. Give the person two to four feet distance from you.

Avoid doing any of the following:

- Glaring or staring at the visitor
- Threatening mannerisms such as clenched fists and a raised voice
- Getting angry

Consider doing the following:

- Be courteous and confident
- Do not touch the individual
- Protect yourself at all times
- Find another staff member to join you or keep the meeting in an open area
- Listen to the visitor, giving him/her the opportunity to vent
- Do not disregard the person's opinion or blame the person

Attempt to use phrases such as:

- What can we do to make this better?
- I understand the problem and I am concerned.
- We need to work together on this problem.

WHAT TO DO

- As soon as possible, call **911** and stay on the line. State your address, and exact location of hostile visitor. Identify building by letter (A, B, C, D, etc.) or number and use directions (North, South, East, or West) for law enforcement as they enter the grounds. Give a description of the hostile visitor.
- If possible, assign a staff member to meet law enforcement and direct them to the location.
- The staff member should unlock any gate that makes access to the building easier and faster.
- If possible, notify the Site Administrator.
- If necessary, activate the Incident Command System, using only those parts of ICS as determined by the information at hand. Expand ICS as needed.
- Use staff members to keep staff away from the location of the hostile visitor.

CHEMICAL RELEASE/ HAZARDOUS MATERIAL SPILL

A chemical release or hazardous material spill could affect one classroom, an entire worksite or larger

area.

HOW SHOULD THE SCHOOL OFFICE PREPARE?

- The site administrator and EOC should discuss and review plans to “Lockdown” or to “Evacuate the Area” using an alternative evacuation staging area.
- Staff should be trained to know what type of Personal Protective Equipment (PPE) and clothing to wear when handling hazardous material.
- Staff utilizing or handling any hazardous material, should know the symptoms of exposure, emergency first aid and treatment for exposure.
- All hazardous materials should be stored in a safe manner.

HOW SHOULD THE SCHOOL RESPOND?

- If a hazardous spill or chemical release occurs within any area of the School office, immediately notify **911**. Inform the dispatcher of your school/address and a brief summary of the problem including the name of the hazardous material/chemical, location of the spill and a report of any injuries, illnesses, fire, explosion, etc.
- Approach the incident from upwind.
- Stay clear of all spills (vapors, fumes, smoke, fire, possibility of explosion, other).
- Notify Site Administrator.
- Activate necessary portions of the ICS and appoint an IC. Expand ICS as needed and make necessary assignments appropriate to the incident.
- Begin documentation of events.
- The situation or advice from law enforcement, fire department or a hazardous materials unit deployed to the scene of the spill will determine whether to “Lockdown” or to “Evacuate” the building. If evacuation is ordered, instruct staff to always move crosswind and upwind. Never move downwind into a chemical. To check wind direction, look at movement of trees or flag.
- If in “Lockdown” and, if possible, shut off all air-conditioning and heating units. Close all windows and door openings and try to seal gaps under doorways and windows with wet cloth or towels.
- Close all shades or drapes. Instruct staff to stay away from windows.
- If gas or vapors have entered the building, take shallow breaths through a cloth or towel.
- Keep telephones lines clear for emergency calls.
- If an evacuation is ordered, follow all instructions.
- Upon reaching alternative evacuation area, take a head count and report missing or ill staff or students to Incident Commander and/or law enforcement.

MEDICAL EMERGENCY

Occasionally a medical emergency will occur, and personnel must be prepared to respond quickly, effectively, and efficiently.

SOME EMERGENCY PREVENTION/PREPAREDNESS GUIDELINES

- Insist that all accidents be reported, even if no visible harm or injury occurred.
- Follow established procedures for issuing medication.

WHAT TO DO IF A MEDICAL EMERGENCY OCCURS

- Assess seriousness of injury and/or illness by doing START (Simple Triage and Rapid Treatment, commonly called Thirty-Two-Can Do). If a staff member fails any of the three simple tests (Respirations, Perfusion, and Mental), their medical status is IMMEDIATE (RED). Administer first aid or CPR as needed.
- Call **911** and be prepared to provide:
 - Your address, and room or floor number
 - Describe illness or type of injury
 - How the illness or type of injury occurred
 - Age of ill or injured staff member or student
 - Quickest way for ambulance to enter location on site
- Notify the Executive Director.
- Assign a staff member to meet and direct rescue services to location of injured party.
- Notify staff member's family of situation, including location where staff or student has been transported.
- When appropriate, advise other staff of situation.
- Follow-up with staff member's or student's family.

GAS ODOR/LEAK

Natural gas has an additive that gives off a distinct odor allowing you to detect (smell) a leak. In most cases, handling a gas leak involves:

- Isolating the area and moving staff to safety.
- Eliminating potential ignition sources.
- Securing the leak.

The primary responsibility of the worksite staff is to determine how to safely house or evacuate staff, students and to protect property. The following agencies should be contacted:

- Fire Department (Call 911)
- Site Administrator. Have a phone number for a point of contact if a leak is detected after business hours. (see emergency contact list)
- Local Gas Company

GAS ODOR OR LEAK INSIDE A BUILDING

- Evacuate the building(s) and move to a safe assembly area as far away as possible from the targeted building.

- Assign Emergency Management Team members to direct individuals evacuating other buildings to stay away from the building with odor/leak.
- If necessary, activate the Incident Command System.
- Begin completing Staff Accountability Report.
- Report any missing students and staff to IC or EOC.
- Assign a liaison to interact with Fire Department, Gas Company or law enforcement.

IF GAS ODOR OR LEAK IS DETECTED OUTSIDE THE BUILDING

- It may not be necessary to evacuate the building. Evacuation is called for only if odor seeps into a building or is recommended by the Fire Department or other law enforcement.

EXTENDED POWER LOSS

In the event of extended power loss to a facility, certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long-term power loss:
 - Fire sprinkler system
 - Standpipes
 - Potable water lines
 - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

UPON RESTORATION OF HEAT AND POWER

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

BIOLOGICAL/CHEMICAL WEAPONS ASSAULT

Biological and chemical weapons are unconventional warfare tactics that can be deployed upon the public with little or no notice, or their release can be accidental or terrorism related. Such weapons typically involve microscopic materials that may be organic or synthetically manufactured in laboratories. Biological or chemical weapons can be in powder form, liquid, or vaporous.

Agents used in biological/chemical attacks include, but are not limited to: anthrax, smallpox, other harmful viruses, various forms of nerve gas, tear gas, and other vaporous irritants. Pranks using stink bombs should also be considered a chemical weapons attack.

There are several possible dispersion techniques to deliver biological and chemical agents. The following procedures should be utilized in the event of an assault involving biological or chemical weapons.

Any possible biological/chemical weapons assault should be reported immediately to the Executive Director. The Executive Director should notify law enforcement authorities immediately.

As necessary, alert all site employees of the situation.

If the agent is delivered via aircraft:

- All staff and students should be moved indoors.
- Keep students inside and take roll.
- Close and secure all doors and windows.
- Ensure that the HVAC is shut down.
- Cover vents with plastic or thick paper using tape to create a seal.
- Inspect all windows and doors for cracks, gaps, or holes. Cover any with plastic or thick paper using tape to create a seal.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
 - Immediately report any injuries or illnesses to the Executive Director, Executive Director's designee or officers of emergency response agencies.

If the agent is delivered via dispersion device that is outdoors:

- All staff and students should be moved indoors.
- Keep students inside and take roll.
- Close and secure all doors and windows.
- Ensure that the HVAC is shut down.
- Cover vents with plastic or thick paper using tape to create a seal.
- Inspect all windows and doors for cracks, gaps, or holes. Cover any with plastic or thick paper using tape, if available, to create a seal.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
 - Immediately report any injuries or illnesses to the Executive Director, Executive Director's designee or officers of emergency response agencies.

If the agent is delivered via dispersion device that is indoors:

- All staff and students should be evacuated to the school's normal outdoor evacuation assembly area unless that area may be affected by the assault. Role should be taken.

- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
- The HVAC system should be shut down.

If the agent is delivered via the school's HVAC system:

- All staff and students should be evacuated to the school's normal outdoor evacuation assembly area unless that area may be affected by the assault. Role should be taken.
- Remain in this area until notified to leave by the Executive Director, Executive Director's designee or officers of emergency response agencies.
- The HVAC system should be shut down.

In any situation involving biological or chemical weapons the Executive Director and staff must follow all instructions given by officers of emergency response agencies. Cabrillo Point Academy EOC will develop an action plan to handle telephone inquiries, rumor control, media relations, public information, employee/student crisis counseling, and facility damage assessment/control.

FLOOD PROCEDURES

If a flood warning is received by the school, notify Cabrillo Point Academy Executive Director immediately.

If a major flood warning is received at the Cabrillo Point Academy Office(s), Cabrillo Point Academy EOC should be activated.

Based upon the specific threat, Cabrillo Point Academy EOC in conjunction with the law enforcement or emergency crews will develop an action plan to protect personnel, students, and facilities.

Evacuation of specific facilities or areas will be directed by the IC or Cabrillo Point Academy EOC.

LOCKDOWN/CIVIL UNREST PROCEDURES

Any threatening disturbance should be reported immediately to the Executive Director and/or Site Administrator.

If the disturbance is affecting normal school or facility operations, the Executive Director or Administrator should notify law enforcement authorities immediately.

As necessary, alert all site employees of the situation, Site staff must follow the instructions below:

If you are inside:

- Close and lock all doors and windows immediately upon notification of situation
- Keep all students inside and take roll
- If feasible, move all students to a center point and keep low to the ground. Stay away from all

doors and windows.

- Never open the door or window to anyone unknown
- Keep students inside classroom, regardless of lunch or recess until you are told by the EOC, or EOC's designee that the situation has been resolved.

If you are outside:

- Immediately have students and staff seek shelter if it is safe to do so. Drill with students and staff to go to the nearest room to them.
- If shelter is not available, ensure students lie flat on the ground immediately.
- Children in restrooms should be instructed to stay there until directed to exit by the Executive Director or Executive Director's designee.

If situation is violent and may include the use of firearms, the IC should instruct all staff and students to lie face down on the floor and remain immobile.

All school staff must follow all instructions given by responding law enforcement.

If the event is major, the EOC, in conjunction with the IC, will develop an Action Plan to deal with the situation as well as the following:

- Telephone inquiries
- Media relations and public information
- Employee/Student crisis counseling
- Facility damage assessment/control

SEVERE WINDSTORM PROCEDURES

If a severe wind warning is received at a School location, notify Cabrillo Point Academy Executive Director or Site Administrator immediately.

If a severe wind warning is received at Cabrillo Point Academy Office, Cabrillo Point Academy ICS should be activated.

Based upon the specific threat, Cabrillo Point Academy EOC in conjunction with the City EOC will develop an action plan to protect personnel, students and facilities.

In general, if severe winds are affecting a school or facility, employees and students should be moved to the interior core area of the building (inside wall on the ground floor) away from outside windows and doors.

Close all windows and blinds and avoid auditoriums and other building locations that have large roof areas or spans.

Avoid all areas that have large concentrations of electrical equipment or power cables.

Evacuation of specific facilities or areas will be directed by Cabrillo Point Academy in coordination with law enforcement or emergency services.

SUSPICIOUS MAIL/PACKAGES

All incoming mail and packages should be handled with caution.

Below are Indicators of suspicious mail and steps to take in the event that suspicious mail is received.

Mail that:

- is unexpected or from an unfamiliar source
- has excessive postage
- is addressed to someone who no longer works in Cabrillo Point Academy
- is addressed to a current employee but with the wrong title
- contains several misspelled words on the envelope
- marked with restrictive endorsements such as “Personal” or “Confidential”
- has no return address or an address that cannot be verified
- mail that is from a foreign country
- shows a city or state in the postmark that doesn’t match the return address
- is lopsided, oddly shaped, or has an unusual weight, given its size
- has protruding wires, strange odors or stains
- has powdery substance on the outside
- has an unusual amount of tape on it
- is ticking or making unusual sounds

Not all mail comes perfectly packaged or with accurate information on it, so it is important that employees handling mail remain sensible in the screening of mail. However, prudent scrutiny conducted in a reasonable manner can greatly reduce the school’s chances of becoming the victim of attack by mail.

What to do with suspicious mail (general response):

- Do not try to open the package or envelope.
- Do not sniff, taste or shake the package.
- Isolate the package.
- Evacuate the immediate area; close the door.
- Contact your supervisor and call **911**.

Response to mail suspected of delivering biological/chemical agents in powder form:

- Do not open an envelope or package with powder on the outside.
- If powder is spilled from an envelope or package, do not try to clean up the powder.

- Cover the spilled contents immediately with anything (clothing, paper, trash can).
- Do not remove this cover.
- Leave the room and close the door or otherwise prevent access to the room.
- Wash your hands with soap and hot water.
- Ensure that everyone who had contact with the piece of mail washes his/her hands with soap and hot water.
- Notify the EOC or your supervisor.
- Supervisor should immediately contact the local police (911) or the U.S. Postal Inspection Service (626-405-1200).
- Supervisor should notify Cabrillo Point Academy's Office.
- Remove heavily contaminated clothing as soon as possible and place inside a plastic bag or some other container that can be sealed. This clothing should be given to the responding emergency response units.
- Shower with soap and water as soon as possible. Do not use bleach or other disinfectant on your skin.
- Make a list of all the people who were in the room or area, especially those who had contact with the envelope or package. Provide this list to the emergency response teams investigating the incident.
- Investigators will remove the envelope or package and conduct a thorough check of the area for contamination.
- If you are prescribed medicine as a result of this exposure, take it until instructed or until it runs out.

GUIDELINES FOR SPEAKING TO THE MEDIA

Only the Chairperson of the Board of Directors or Executive Director are permitted to speak to the media. When speaking to the media about emergencies, it is extremely important to adhere to the following guidelines:

- **READ** all press statements
- **Re-state** the nature of the incident; its cause and time of origin
- **Describe** the size and scope of the incident
- **Report on** the *current* situation
- **Speak about the resources** being utilized in response activities
- **Reassure** the public that everything possible is being done
- **DO NOT** release any names
- **When answering questions** be truthful; but consider the emotional impact the information could have upon listeners
- **Avoid speculation**; do not talk "off the record"
- **Do not use** the phrase "no comment"
- **Set up** press times for updates

- **Control** media location

USE OF SCHOOL BUILDINGS BY PUBLIC AGENCIES

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The Executive Director or designee shall establish communication with the American Red Cross and local public agencies to use the School's facility during a disaster or other emergency affecting the public health and welfare. The School shall cooperate with the public agency in furnishing and maintaining the services as the School may deem necessary to meet the needs of the community.

C. DISCIPLINE POLICIES PURSUANT TO EDUCATION CODE SECTION 48915(D)

Please see the School's Suspension and Expulsion Policies attached hereto as Appendix A.

D. PROCEDURES TO NOTIFY TEACHERS OF DANGEROUS PUPILS

The Executive Director or designee shall also inform the teacher of every student who has engaged in, or is reasonably suspected to have engaged in, any act that could constitute grounds for suspension or expulsion, with the exception of the possession or use of tobacco products. This information shall be based upon written School records or records received from a law enforcement agency.

When informed pursuant to Welfare and Institutions Code 828.1 that a student has committed crimes unrelated to school attendance which do not therefore constitute grounds for suspension or expulsion, the Executive Director or designee may so inform any teacher, counselor or administrator whom he/she believes needs this information in order to work with the student appropriately, to avoid being needlessly vulnerable, or protect others from needless vulnerability.

The Executive Director or designee shall maintain the above information in a separate confidential file for each student. When such a student is assigned to a class/program, the Executive Director or designee shall notify the teacher in writing and ask the teacher to initial this notice, return it to the Executive Director or designee, and review the student's file in the school office. This notification shall not name or otherwise identify the student.

The Executive Director or designee shall also notify all certificated personnel who are likely to come into contact with the student, including the student's teachers, special education teachers, coaches and counselors.

E. DISCRIMINATION AND HARASSMENT POLICY

Please see the Schools Discrimination and Harassment Policy attached hereto as Appendix B.

F. SCHOOL DRESS CODE

Being a non-classroom based school, Cabrillo Point Academy does not have a school dress code.

G. PROCEDURES FOR SAFE INGRESS AND EGRESS OF PUPILS, PARENTS, AND SCHOOL EMPLOYEES TO AND FROM SCHOOL

Cabrillo Point Academy takes pride in providing a safe environment for all students, parents, and school employees. Our School will take measures to ensure safe ingress and egress to and from school activities and functions for pupils, parents, and school employees. Safe ingress and egress will be maintained by periodic reviews of the procedures for ingress and egress. The school will ensure that all passageways to and from our buildings, corridors within buildings and emergency exits remain clear of all obstruction to allow flow of pedestrian and vehicular traffic. The school will also ensure that potential obstructions and hazards are removed from such areas. To achieve this goal, the school works closely with local law enforcement agencies and the local city government to ensure that the school's immediate community is safe. Any problems associated with safe ingress and egress will be addressed immediately.

There is 1 entrance and 2 exits at 13915 Danielson Street, Poway, CA.

Front of the location is open from 7:00 am to 7:00 pm.

There are 3 entrances and 3 exits at 3152 Red Hill Ave., #150, Costa Mesa, CA.

Front of the location is open from 7:00 am to 7:00 pm.

All adults are to enter from the front of the location. All visitors must check in at the reception desk to identify themselves as visitors.

Whenever a safety issue is pending, all doors are locked immediately. For emergency situations, staff have door keys to lock or unlock doors closest to them.

I. RULES AND PROCEDURES ON SCHOOL DISCIPLINE PURSUANT TO EDUCATION CODE SECTION 47605

Please see the School's Suspension and Expulsion Policies attached hereto as Appendix A.

J. PROCEDURES FOR CONDUCTING TACTICAL RESPONSES TO CRIMINAL INCIDENTS (INCLUDING PROCEDURES RELATED TO INDIVIDUALS WITH GUNS ON SCHOOL CAMPUSES AND SCHOOL-RELATED FUNCTIONS).

This section should be based on the specific needs and context of each school and community and developed with the help of local law enforcement.

LIST OF APPENDICES

A. SUSPENSION AND EXPULSION POLICY

B. HARASSMENT, DISCRIMINATION, INTIMIDATION, AND BULLYING PREVENTION POLICY

A. SUSPENSION AND EXPULSION POLICY

Cabrillo Point Academy is committed to promoting learning and protecting the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

The purpose of Cabrillo Point Academy Governing Board approving this Suspension and Expulsion Policy is to accomplish the following:

1. Establish the Responsibility of the Charter School
2. Identify the Grounds for Suspension and Expulsion of Students
3. Identify Enumerated Offenses
4. Outline Suspension Procedures
5. Outline the Authority to Expel
6. Outline Expulsion Procedures
7. Outline Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
8. Identify the Record of Hearing
9. Identify the Presentation of Evidence
10. Outline the Written Notice to Expel
11. Outline the Maintenance of Disciplinary Records
12. Outline Expelled Students/Alternative Education
13. Outline Rehabilitation Plans
14. Outline the Readmission Process

1. RESPONSIBILITY OF THE CHARTER SCHOOL

When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited

to, the right to be free from the use of a drug administered to the student in order to control the student's behavior or to restrict the student's freedom of movement, if that drug is not a standard treatment for the student's medical or psychiatric condition. School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. Additional detail follows below.

2. GROUNDS FOR SUSPENSION AND EXPULSION OF STUDENTS

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b)

while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

3. ENUMERATED OFFENSES

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property (as used in this policy, “school property” includes, but is not limited to, electronic files and databases).
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited, to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
 - Commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 8, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c,

286, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code Section 243.4.

- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school- sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of the student’s age, or for a person of that student’s age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on that student’s physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with that student’s academic performance.
 - iv. Causing a reasonable student to experience substantial interference with that student’s ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - iv. An act of cyber sexual bullying. (48900(r)(2)(A)(iii)).
 - (a) For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described

above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.

(b) Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.

- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

Non-Discretionary Suspension Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

Discretionary Expellable Offenses

Students may be recommended for expulsion for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not

limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school- sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of

having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.

- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that student’s age, or for a person of that student’s age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on that student’s physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with that student’s academic performance.
- iv. Causing a reasonable student to experience substantial interference with that student’s ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other

than the student who created the false profile.

- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - iv. An act of cyber sexual bullying. (48900(r)(2)(A)(iii).
 - (a) For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
 - (b) Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
 - Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

Non-Discretionary Expellable Offenses

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile

having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

4. SUSPENSION PROCEDURE

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action, the evidence against that student, the other means of correction that were attempted before the disciplinary action, and shall be given the opportunity to present that student's version and evidence in his or her defense. This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Executive Director or Executive Director's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following:

1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. If such extended suspension exceeds 10 days, the following procedures shall be followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process pending the results of an expulsion hearing.

Upon the request of a parent/guardian/educational rights holder/student, a teacher shall provide to a student in any of grades 1 to 12 who has been suspended from the School for two or more schooldays, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation for the student's overall grade in the class.

5. AUTHORITY TO EXPEL

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

6. EXPULSION PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the Student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the Student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;

- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to present testimony, evidence and witnesses and confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

7. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness

to accompany him or her to the witness stand.

- If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

8. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

9. PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

10. WRITTEN NOTICE TO EXPEL

The Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

11. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

12. EXPELLED STUDENTS/ALTERNATIVE EDUCATION

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

13. REHABILITATION PLANS

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the

Charter School for readmission.

14. READMISSION

The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

B. HARASSMENT, DISCRIMINATION, INTIMIDATION AND BULLYING PREVENTION POLICY – COMPLIANT WITH THE SAFE PLACE TO LEARN ACT

It is the policy of Cabrillo Point Academy (“School”) to create and maintain a learning environment where students and employees are treated with dignity, decency and respect. It is also the policy of Cabrillo Point Academy to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing this Harassment, Discrimination, Intimidation and Bullying Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, intimidation and bullying.

Discrimination, harassment, intimidation or bullying based on the following characteristics, whether actual or perceived: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is unlawful and undermines the character and purpose of the School. Such discrimination, harassment, intimidation or bullying violates School policy and will not be tolerated. This policy applies to anyone on campus at the School or those attending School sponsored activities.

Any form of retaliation against anyone who has complained or formally reported discrimination, harassment, intimidation or bullying or against anyone who has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates this policy and the law.

If the School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;

- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

DEFINITIONS

Discrimination

Discrimination is adverse treatment of any person based on the protected class or category of persons to whom he/she belongs and such treatment limits students from participating or benefiting from school activities or services.

Harassment

Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent.

Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials
- Graphic and written statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

Sexual Harassment

Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering educational benefits in exchange for sexual favors

- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, assault, impeding or blocking movements

Intimidation

Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.

Bullying

Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
- Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
- Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing does not include athletic events or school-sanctioned events.
- Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless

communication device, computer or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a “Burn Page,” an impersonation of another student, and a false profile.

- Cyber sexual bullying involves dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) – (4) above. A photograph or other visual recording shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
- Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as Facebook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).

Retaliation

Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.

REPORTING DISCRIMINATION, HARASSMENT, INTIMIDATION, BULLYING OR RETALIATION

Any student who believes that he or she has been the victim of discrimination, harassment, intimidation, bullying or retaliation prohibited by this policy, or any student who has witnessed such discrimination, harassment, intimidation, bullying or retaliation, should immediately report the circumstances in accordance with the procedure set forth below. The School will investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial action where appropriate.

A student may make a complaint, written or oral, to any of the individuals listed below:

- Their Homeschool Teacher, school counselor or other school personnel
- The Executive Director of the School

Complaints may be submitted to the Executive Director by any of the following methods:

- By phone at 951-741-4376
- By email at jennifer.lorge@cabrillopointacademy.org
- By mail at 13915 Danielson Street Suite #200 Poway, CA 92064

Any teacher, school counselor or other school employee that receives any complaints of misconduct, or personally observes, learns about from others, or reasonably suspects has occurred, shall report the same

to the Executive Director, so that the School may attempt to resolve the claim internally. Any School personnel that witness an act of discrimination, harassment, intimidation, bullying or retaliation shall take immediate steps to intervene when it is safe to do so.

INVESTIGATION AND DISPOSITION OF COMPLAINTS

General Grievance Procedures

The following general grievance procedures (“General Grievance Procedures”) are intended for complaints of discrimination, sexual harassment, harassment, intimidation, and bullying that are not

subject to review under School’s Uniform Complaint Procedures (“UCP”) or Title IX Grievance Procedures per School’s Title IX Policy. For example, an allegation of bullying that is unrelated to any protected characteristic set forth above may be investigated under these General Grievance Procedures.

The School will conduct a prompt, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation, conducted by a qualified investigator(s) (who may be a School employee), will include an interview with the alleged student-victim and his/her parent(s)/guardian(s). It may also include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged wrongdoer and/or any other person who may have information regarding the incident, each of whom are encouraged to cooperate with any investigation. The investigator may also review any relevant documents.

The School will endeavor to complete its investigation within thirty (30) days of a report of discrimination, harassment, intimidation, bullying or retaliation.

Confidentiality of the complaint and investigation will be kept by the School to the extent possible but note that the investigation will not be completely confidential. The School shall ensure confidentiality with respect to a student’s or family’s immigration status.

The investigator (if a third party) will report his/her findings to the Executive Director. Where the investigator concludes that a violation of this policy has occurred, the Principal, Executive Director and/or Board of Directors his/her designee will take prompt and appropriate redial action, including disciplinary action. Depending upon the circumstances, disciplinary action may include, but is not limited to suspension and/or recommendation for expulsion. Discipline for a violation of this policy is not progressive, so a first violation of this policy may warrant suspension or a recommendation for expulsion.

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken, if any, and all documents created, used or reviewed during the investigation.

At the conclusion of the investigation, the Executive Director shall notify the complainant of the manner in which it has resolved the matter. If, within 30 days after notification of resolution, the complainant does not agree with the resolution, the complainant may appeal the matter to the Board of Directors of the School by filing a notice of appeal stating the reasons for the appeal and specific disagreement with the

School's resolution of the complaint. The Board of Directors will provide the student with a final decision of the School's resolution 5 days after the Board of Directors' next regularly scheduled board meeting. Complaints alleging unlawful discrimination, harassment, intimidation or bullying based on protected characteristics set forth above (e.g., race, ethnicity or ethnicity, immigration status, religion, gender, gender identity or expression, or sexual orientation) or related to certain state and federal programs are eligible to be investigated pursuant to the UCP. If any formal complaints alleging sexual harassment constitute Sexual Harassment as defined under Title IX, the complaints shall be investigated under the Title IX Policy. Copies of the Title IX Policy and UCP can be found on the School's website.

Parental Notification

Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

Sexual Harassment Poster

The School shall create a poster that notifies pupils of the applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The name, phone number and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the school site. It may be prominently and conspicuously displayed in public areas at the school site that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the school site.

Posting

This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.

Cabrillo Point Academy
Certificated Support
July 1, 2022 – Salary Schedule

PROGRAM SPECIALIST

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Salary	\$90,500	\$92,800	\$95,100	\$97,500	\$100,000	\$102,500	\$105,000	\$107,700	\$110,300	\$113,100	\$115,900	\$118,800	\$121,800	\$124,800	\$128,000

SCHOOL PSYCHOLOGIST

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$88,700	\$91,900	\$96,600	\$101,300	\$106,400	\$111,700

SPEECH/LANGUAGE PATHOLOGIST

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$81,100	\$85,300	\$89,800	\$94,600	\$99,500	\$104,500

NURSE

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$77,100	\$81,000	\$84,500	\$88,800	\$93,200	\$97,900

OCCUPATIONAL THERAPIST * PHYSICAL THERAPIST * MENTAL HEALTH THERAPIST/SOCIAL WORKER

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$77,300	\$81,300	\$85,600	\$90,100	\$94,900	\$99,800

*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

**Annualized salary includes 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

***Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Academic Decathlon Coach/Advisor	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Decathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	28
Academic Pentathlon Coach/Advisor	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Pentathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	28
Career Technical Education (CTE)	\$5,000	Paid to CTE credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
CHYA	\$2,500	Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum.	Eligibility is earned after service has been completed from start date to end date.	Paid as a lump sum after completion of the work.	28
Counselor - Pupil Personnel Services (PPS) Extra Duties	\$8,500	Paid to PPS credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
Counselor Extra Section	\$450 per week for each section of counseling coverage over 3 sections.	Provided to school counselors with a PPS who serve an extra section of students as school counselor.	Eligibility starts at the beginning of the school year and once counseling services begin.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	Three (3) sections, additional pay beings on fourth (4 th) section.

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
CPA Presents: Parent U	\$80 per presentation	Paid to HSTs who sign up to present on an approved topic to parents during a CPA Presents: Parent U.	Eligibility starts at the beginning of the school year.	Paid as a lump sum, following the workshop, and aligning with the pay periods for HR.	N/A
CPA Presents: Teachers on Course	\$500 per workshop (\$2,000 max)	Paid to staff members who create and present Professional Development to peers.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	N/A
CPA Presents: Teacher Participation	\$30 per session for any additional sessions attended beyond the requirement.	Paid to staff members who attend additional PD sessions beyond the requirement.	Eligibility starts at the beginning of the school year.	Paid as a lump sum, following the workshop, and aligning with the pay periods for HR.	N/A
Doctoral Degree	\$3,000	Provided to certificated staff who hold a doctorate degree.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.	N/A
Elementary Explorers on Course Lead Teacher	\$23,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to coordinate Explorers on Course classes.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year	24
Elementary Explorers on Course Teacher	\$20,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to teach Explorers on Course classes.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year	24

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Extended School Year (ESY)	\$3,500	Paid to special education teachers who provide services during ESY.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of ESY.	N/A
Extra Student	\$100/month/ student over required roster limit	If the Executive Director assigns additional students to the employee's roster over the designated amount, the employee will be compensated for those students. The employee will receive \$100/ month per student.	Eligibility starts once the employee is fill-time, and students are assigned at the Executive Director's discretion. Extra pay starts on or after 7/15 with a fully executed Master Agreement.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.	Designated Amount HST: 28 RC: 16 HS RC: 10 AD & DSS: 10 HS AD: 5 Staff Dev: 18 Intervention, EL, Expl: 24
High School Academic Support Coordinator	\$12,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be not prorated. It is a set amount regardless of when hired for the position.	28 (HST) 16 (RC)
Highly Qualified Teacher Extra Course	\$450/pay period for each section of Edgenuity coverage and \$670/pay period for each section of ChoicePlus Academy coverage after 5 sections.	Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months of the student calendar.	Five (5) sections, additional pay begins on sixth (6 th) section.
Highly Qualified Teacher Summer School	\$31.00 hour	Provided to single subject credentialed teachers who teach additional coursework for high school summer school courses.	Eligibility starts at the beginning of June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.	N/A

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Induction Coach	\$500/ teacher/ semester	Paid to credentialed teachers who work with teachers who are working toward clearing their credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
Lead Community Coordinator	\$12,000	Assigned Position: Paid to a certificated teacher who facilitates regular events for the Community Connections program.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.	18
Library Team Lead	\$650 per month (\$7,800 for 12 months)	This position is open to current CPA Library Specialists.	Eligibility begins immediately.	Paid \$325 bimonthly over 12 months; July - June.	N/A
Math Adventures Teacher	\$5,000	Assigned Position: Paid to a designated HST who applied and received the position to facilitate online instruction and regular events for the Math Adventures program.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
Medical Benefit Opt-Out	\$3,000	Provided to staff who opt out of medical benefit coverage.	Eligibility starts at the beginning of the school year.	\$125 paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A
Mileage	\$1,250 per semester/ \$2,500 per year	Certificated employees who carry a roster and must travel to student monthly meetings.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
MOU Coordinator	\$8,400	Assigned Position: Paid to designated director to provide support for all employees that are on the shared staff MOU.	Eligibility starts at the beginning of the school year paid July-June.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A
National Board Certification (NBC)	\$3,000	Provided to teachers who have been awarded the National Board Certification.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.	N/A
National Honor Society Advisor	\$2,500	Assigned Position: Paid to a certificated teacher who serves as an advisor to NHS students and oversees the functions of the honor society.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
National Junior Honor Society Advisor	\$2,500	Assigned Position: Paid to a certificated teacher who serves as an advisor to NJHS students and oversees the functions of the honor society.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
Online Teacher Sub	\$31.00 with a total of 2 hours expected	Assigned Position: Paid to a designated HST who volunteered and received the position.	Eligibility starts upon covering an online class as a substitute.	Paid the following paycheck after work and hours are submitted.	N/A
Phone/ Internet/ Utilities	\$956.16	Provided to all employees for work expense, including phone, internet, and utilities costs.	For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.	\$39.84 paid bimonthly over July - June. Will be prorated based on period of service during the school year. Payments will align with the employee's work calendar.	N/A

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Professional Development Course	\$500 per staff member	Paid to staff members who participated in and completed the assigned Stanford Online Continuing Education Course.	Starts at the beginning of the school year in July.	Paid as a lump sum within the school year upon submission of certificate of completion.	N/A
Special Programs Lead	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	28
SPED Extra Hourly Services Outside the Workday/ Calendar	\$310 for each period of assigned make-up work.	SPED staff will provide services to students who require make-up or compensatory education outside the regular school day instructional hours.	Staff are eligible with Director approval to provide make-up services or compensatory services. Period is eligible from the beginning of the 22/23 school year.	Paid as lump sum after completion of the work.	N/A
SPED Extra Student	Mild/Moderate \$150/month per extra student. Moderate/Severe or Moderate/Severe Transition \$400/month per extra student	If the Special Education Director assigns additional students to the employee's full-time caseload, the employee will receive \$150/month per student in the Mild/Moderate program, \$400/month per student in the Moderate/Severe program or M/S transition program.	Eligibility starts once rosters surpass required roster limits (which may be retroactive to the start of the 2021-2022 school year).	Paid bimonthly over 10 months; August - May.	Designated Amount MM: 22, 7hr MML: 10 MS: 9 MSL: 6 MS Transition: 9
SPED In-Person Provider	Up to 25% - \$1500 Up to 50% - \$3000 Up to 75% - \$4500 Up to 100% - \$6000	Assigned position for SPED Providers. Must provide services to identified student(s) in-person.	Stipend to begin first full pay period following start of in-person services.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	N/A
SPED Lead Program Specialist	\$3,000	Assigned Position: Serves as an administrative designee, authority in compliance, and supports teachers and other Program Specialists in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.	N/A

Cabrillo Point Academy
July 1, 2022 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
SPED Lead School Psychologist	\$2,000	Assigned Position: Paid to a credentialed school psychologist who supports the other school psychologists in the field of special education assessment.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months: August-May. Will be prorated based on period of service during the school year.	N/A
SPED Lead Teacher	\$1,000	Assigned Position: Must be in a leadership role and an authority in compliance, training, and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	N/A
Testing Team Lead	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	28
TK ECE Cohort Completion	\$2,000	Paid to HSTs upon completion of the Early Childhood Education 12-unit course sequence with the cohort through UCLA Extension and the assigned TK work duties (TK Park Days, TK Parent and Teacher Workshops, TK Resource Website).	Eligibility is earned after course sequence and assigned work has been completed.	Paid as lump sum after completion of work.	N/A

2023-2024 School Calendar



July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

School Accountability	
Every LP	Attendance Logs
Every LP	Student Conference
Every LP	AWRs
Every LP	Collect & upload work samples

School Year Dates	
Aug 14	First Day of School
Jan 12	Last Day of 1st Semester
Jan 16	First Day of 2nd Semester
May 31	Last Day of School
School Calendar: 08/14-05/31	

Instructional Days	
90 Days	Semester 1
87 Days	Semester 2
177 Days	Total Instructional Days

Holidays	
July 3 - 4	Independence Break
Sep 4	Labor Day
Nov 10	Veterans Day (observed)
Nov 20 - 27	Thanksgiving Break
Dec 22 - Jan 5	Winter Break
Jan 15	Martin Luther King Day
Feb 16 - 23	School Recess
Feb 19	Washington/President's Day
Feb 23	Lincoln's Birthday (observed)
Apr 1 - 5	Spring Break
May 27	Memorial Day
June 19	Juneteenth

Learning Periods	
LP 1	08/14/2022-09/08/2022 (19)
LP 2	09/11/2022-10/06/2022 (20)
LP 3	10/09/2022-11/09/2022 (23)
LP 4	11/13/2022-01/12/2023 (28)
LP 5	01/16/2023-02/15/2023 (23)
LP 6	02/26/2023-03/22/2023 (20)
LP 7	03/25/2023-04/30/2023 (22)
LP 8	05/01/2023-05/31/2023 (22)

	School Closed
	Staff In-service, no School
	First & Last Day of School/Semester

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Assessment Windows	
Feb-Mar	PFT Testing
Mar-May	CAASPP Testing

Invoice



Sales Order Number: 1018154900

Invoice number: AK30266630

Customer Number: 1333329

PO Number: TECH112922CPA

Invoice Date: 12/13/2022

Payment Due Date: 01/12/2023

Payment Terms: Net 30 Days

Amount Due: USD\$ 101,496.23

Please remit payment to

Apple Inc.

P.O. Box 846095

DALLAS, TX 75284-6095

USA

Sold To

CABRILLO POINT ACADEMY

STE 200

13915 DANIELSON ST

POWAY CA 92064-8884

USA

Ship To

Cabrillo Point Academy

Attn: TECH (FOR STAFF)

13915 Danielson St STE 100

POWAY CA 92064-8884

USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000020	BSX82LL/A	BDL IPAD 64G SG 10P LOGTCH 4YR AC+-USA	20		\$ 4,729.50	\$ 94,590.00
000030	MK2Y3LL/A	IPAD 10PK WI-FI 64GB SPACE GRAY -USA	200	200		
		Recycle Fee		200	\$ 4.00	\$ 800.00
000040	S7832LL/A	AC+ SCHOOLS IPAD NSF 4YR-PHX	200	200		
000050	HPN12ZM/A	LOGI RUGGD CMB3TCH IPAD9/8/7 EDU BLU-ZML	200	200		
Web Order Number : 2211663485						

Questions

Call 8008002775 Mon-Fri 7:30 am - 6:30 pm CT

Special Instructions

Terms and Conditions

This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 95,390.00

Tax \$ 6,106.23

Shipping \$0.00

Total Amount Due: **USD\$ 101,496.23**

Cabrillo Point Academy – 2022-23

July 2022							August 2022							September 2022							October 2022							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
					1	2		1	2	3	4	5	6					1	2	3							1	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10		2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17		9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24		16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	
31																						30	31					

November 2022							December 2022							January 2023							February 2023							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14		5	6	7	8	9	10	11
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21		12	13	14	15	16	17	18
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28		19	20	21	22	23	24	25
27	28	29	30				25	26	27	28	29	30	31	29	30	31						26	27	28				

March 2023							April 2023							May 2023							June 2023							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
			1	2	3	4							1		1	2	3	4	5	6					1	2	3	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13		4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20		11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27		18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31					25	26	27	28	29	30	
							30																					

Blue – Board Meeting

Red – Due Date (See Appendix)

Green – Holiday

Appendix – Important Dates

July 2022

- No board meeting

August 2022

- August 23 @ 1:00pm: Board Meeting
- Fiscal Policy Review

September 2022

- September 20 @ 1:00pm: Board Meeting
- 9/15: UAR Due
- Board Training (Brown Act, Finance, Legislation, Special Education?)

October 2022

- October 18 @ 1:00pm: Board Meeting

November 2022

- No Board Meeting
- 11/1/22: Dashboard Indicators due to the state

December 2022

- December 6 @ 1:00pm: Board Meeting
- 12/15/22: Approve audit for previous year
- 12/15/22: LCAP due
- 12/15/22: First Interims due to county

January 2023

- January 24 @ 1:00pm: Board Meeting
- Auditor selection

February 2023

- No Board Meeting
- 2/1/23: SARC due

March 2023

- March 7 @ 1:00pm: Board Meeting
- 3/1/23: Comprehensive School Safety Plan due
- 3/1/23: Second Interim due to county
- 3/31/23: Auditor Selection Form due to county
- Approve employee benefits and budget
- 2023-23 projected enrollment numbers

April 2023

- No Board Meeting
- 4/1/23: Form 700s due to County Board of Supervisors

May 2023

- May 16 @ 1:00pm: Board Meeting
- Public Hearing for LCAP and Federal Addendum
- 5/15/23: 990 Due
- Compensation Policy (not required annually)
- Cabrillo Parent Student Handbook
- Cabrillo Employee Handbook

June 2023

- June 20 @ 1:00pm: Board Meeting
- Adopt budget (due July 1)
- Final approval of LCAP and federal addendum
- Fiscal Policy (not required annually)
- MOU for South Schools
- 6/30/23: EPA Budget and Resolution due
- Form 700 – Leaving and assuming office