

Heartwood Charter School

Agenda for the meeting of the Heartwood Charter School Board of Directors

Location: 170 Liberty School Road, Petaluma, CA 94930

Call in location: 55 Fire Rd, Woodacre, CA 94973

The meeting may be joined by phone: [\(US\) +1 929-205-6099](tel:+19292056099) or by video conference: Join Zoom Meeting: <https://us06web.zoom.us/j/85331232643?pwd=U0pVV3pMazRvbFp3dTZxakFVRVVaQT09>

Tuesday May 23, 2023

9:30AM Public Session

Call to Order

- I. Roll Call
- II. Regular Meeting
 - A. Agenda Adjustments and Approval
- III. Approval of Minutes
- IV. Reports and Information
 - A. Director's Report
 1. Faculty, staffing and academics 2022-23 and 2023-24
 - B. Finance
 1. Budgets
- V. Action Items
 - A. The Board will consider the Personnel Actions and approve, defer, or agree to study further.
 - B. The Board will consider the revised Board Policies and approve, defer or agree to study further.
 1. Fiscal Policy
 2. Independent Study Policy
 3. Attendance Policy
 4. Truancy Policy
 5. High School Graduation Policy
 6. Master Agreement Template
 - C. The Board will consider the revised Salary Schedule for 2023-24 and approve, defer or agree to study further.
 - D. The Board will consider opening an investment account at Fidelity Investments to gain a greater degree of insured deposits, including required Board Resolutions and initial account funding and approve, defer or agree to study further.
 - E. The Board will consider the revised Instructional Funds Schedule for 2023-24 for the Homeschool Program and approve, defer or agree to study further.
- VI. Consent Items
- VII. Board Discussion – this time is reserved for Board members to address colleagues and staff about matters they believe need study or action. The President will direct what action he or she feels should be taken on any item introduced by a Board member.
 - A. Administrative, teaching and enrichment for 2023-24
 - B. Communication
 - C. CAASPP and Assessments
- VIII. Closed Session
 - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)
 - B. Public Employee Discipline/Dismissal/Release (Gov. Code section 54957(b).)

- IX. Open Session
- X. Action Taken in Closed Session
- XI. Dates and Future Agenda Items conditions

Heartwood Charter School

Board Fiscal Policies

May 17, 2023

Proposed

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BOARD FISCAL POLICIES

Budget Development and Oversight Calendar and Responsibilities

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

January – February

- The Finance Committee of the Board works with Director to review Governor’s proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school’s upcoming fiscal year (July 1-June 30). [*Board Treasurer, Director*]
- The Director reviews/prepares a set of proposed budget development principles for board review and approval. [*Board Treasurer, Director, Board of Directors*]
- Develop rough planning budget for upcoming fiscal year, including projected enrollment and any proposed staffing changes. [*Director in conjunction with Board Finance Committee*]
- Develop five-year budget projection in accord with the school’s established strategic and growth plans. [Director in conjunction with Board Finance Committee]
- Ongoing monitoring and revision of current year budget. [*Board Treasurer, Finance Committee, and Director*]

March – April

- The Director, working in conjunction with staff, Board members, and Treasurer, prepares a formal budget plan for upcoming fiscal year. The plan is reviewed by the Board.
- Ongoing monitoring and revision of current year budget. [*Board Treasurer, and Director*]
- The Board solicits bids for the annual audit and selects an auditor.

May – June

- Director reviews revenue projections subsequent to the Governor’s annual “May Revise” budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Finance Committee reviews and finalizes the proposed budget for the upcoming fiscal year and forwards to the Board. [*Board Treasurer, and Director*]
- The Board reviews and formally adopts a budget for upcoming fiscal year before June 15. A copy of the final budget is provided to the charter-granting agency. [*Board*]
- Ongoing monitoring and revision of current year budget. [*Board Treasurer, and Director*]

July – August

- Books for prior fiscal year are closed, all transactions are posted, and records assembled for audit. [*Director, Bookkeeper, and Board Treasurer*]
- Budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency. [*Director and Board*]
- Independent auditor performs audit of the just-closed fiscal year and prepares audit report for submission to the Audit Committee. [*Auditor, Staff as requested by the Auditor*]

September – December

- At the end of the first full week of school, the Director reviews the Charter School’s actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school’s budget is again revised to match likely revenues. [*Director, Board*]
- The Audit Committee of the Board reviews a copy of the audit. Director and Finance Committee address any audit exceptions or adverse findings. Audit report and any follow-up plans are submitted to charter-granting agency. [*Board, Director*]
- The Director reviews current year actual versus budgeted revenues and expenditures after the second and fifth months of the school year and reports to the Finance Committee. The Board approves any needed changes to the annual budget. [*Board Treasurer and Director*]

- Ongoing monitoring and revision of current year budget. [*Board Treasurer and Director*]

Controls, Budget and Fiscal Management

The Heartwood Charter School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the board-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Segregation of Duties

The Heartwood Charter School will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Director who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All check requests and purchase orders over **\$16,000** must be co-signed by the Director and countersigned by one Board member, preferably the Treasurer, to ensure separation of expenditure authorization and check signing functions.

All transactions will be posted in an electronic general ledger. The transactions will be posted on the ledger by someone at the School site or a contracted bookkeeper. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

Budget Category Transfers

The Director may transfer up to **\$2,000** from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

Banking Arrangements

The Heartwood Charter School will maintain its accounts either in the County Treasury or at a federally insured commercial bank, or at an investment account with investments managed in accordance with "Investments", below. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. The Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over **\$16,000** must be signed by two authorized signatories.

The School's accounting firm will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a

comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Director and Finance Committee of the Board will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. A petty cash fund shall not be established or maintained.

All funds received shall be deposited or transferred into the school's accounts at the earliest possible convenience.

See also "Investments", below.

Purchasing Procedures

All purchases over **\$5,000** must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. All purchases in excess of **\$20,000** must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services.

Record Keeping

Transaction ledgers, canceled or duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Property Inventory

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

All non-consumable school property lent to students shall be returned to the school no later than 10 working days after end of the school year.

Any excess or surplus property owned by the school may be sold or auctioned by the Director provided the Director engages in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of **\$3,000** shall be approved in advance by the Board.

Payroll Services

The Heartwood Charter School will contract with the County Office of Education or a reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Director and Board Treasurer will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Attendance Accounting

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

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

Annual Financial Audit

The Board will annually appoint an auditor by October 1. The Board shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial

statements, (2) an audit of the school's attendance accounting and revenue claims practices, and (3) an audit of the school's internal controls practices. If the school receives over \$300,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

Negotiating Funding Entitlements

The Director shall prepare a set of negotiating principles for Board approval prior to engaging in negotiations over funding entitlements with the charter granting agency and state. The Director will take lead responsibility for negotiating all revenue arrangements with the charter granting agency and appropriate state education agency staff. These arrangements will be documented in appropriate and detailed Memoranda of Understanding for approval by the Board.

Required Budget and Other Fiscal Reports

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

Property and Liability Insurance

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

Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and meetings of board committees need not be approved in advance by the board. All other expenses shall be approved in advance by the board. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

Authority to Enter into Contracts and Agreements

Except as otherwise provided in these policies, the Director may enter into contracts and agreements not to exceed **\$5,000** without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements over \$500 may also be required to be signed by the designated Budget Coordinator to ensure funds are available. Contracts and agreements in excess of **\$5,000** must be submitted for board approval and may be executed by the Director or other person specifically designated by the Board after the Board has duly approved the contract or agreement. Contracts and agreements in excess of **\$10,000** must be executed by the Director and a Board member specifically designated for an additional signature.

Fundraising, Grant Solicitation and Donation Recognition

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Investments of General Funds and Excess Reserves

This section governs the investment of such School funds deposited into the School's business checking account, as well for as any investment accounts for reserve funds. If applicable state or federal law conflicts with this policy, the applicable state or federal laws shall prevail.

Delegation of Authority over Investments

The Board of Directors of the School authorizes the **Board President or Board Treasurer ("Investment Authority")** to allocate and invest assets in accord with this policy, to purchase and sell investments and instruments, allow wire transfers, and execute documents necessary to implement this policy and maintain the necessary liquidity of the School's finances.

The Investment Authority may engage others, such as counsel, auditors, accountants or others believed to reliable and competent in financial matters to advise the Investment Authority and school in these investment matters.

Controls and Oversight of Investments

The Investment Authority shall ensure that written internal controls policies and procedures are developed and implemented to ensure that investments are made in accord with this policy, that prevent losses of assets that may arise from fraud, error, misrepresentation, or imprudent

action and that investments avoid speculation, looking instead to probable safety of capital and probable returns.

- The Board shall approve the establishment of any accounts used for banking and investment of School's funds pursuant to this policy.
- The Board shall approve the initial transfer of funds from the School's checking account to the School's investment account, after which time the Investment Authority shall allocate and invest funds, as well as transfer funds back to the School's checking account to maintain adequate funds for business transactions in accordance with this policy.
- The Board shall receive and review information on investment balances, allocations, and returns at least quarterly and receive a summary report at least annually.
- The officers and employees involved in the investment process shall refrain from any conflicts of interest in the management of the school's investments and shall have no interest in, nor receive any personal compensation nor personal inducements from any of the school's investments nor those involved in selling or managing those investments. All investment activity shall be in accordance with applicable laws governing conflicts of interest and the organization's Conflict-of-Interest Policies.
- The Board shall grant viewing and auditing access to School's accounting firm.

Maintaining Liquidity

The Board President or Board Treasurer shall annually, or more frequently as needed, prepare or cause to be prepared cash flow projections that anticipate the School's near-term cash position. The projections shall identify the amounts of cash and other assets needed to ensure that the School maintains available cash reserves in alignment with levels specified in budgeting and financial policies, debt covenants, agreements with the charter authorizing agency, or other binding commitments.

Amounts required for near term cash needs shall be made readily available in by holding in or transferring in to the primary School checking account on a month-ahead basis of when the anticipated needs will occur.

Amounts Available for Investment

Amounts in excess of those needed to maintain liquidity may be invested in longer-term investments identified below so as to meet the objectives listed below.

Investment and Allocation Objectives

The investment objectives for School funds include the following:

1. Safety of Principal – Funds should be invested to preserve the principal in the overall portfolio. The funds shall be managed to protect against risk of default from the bank,

brokerage or other financial institutions, as well as use of investment instruments to minimize risk to principal.

2. Liquidity – Funds should be invested to ensure that the school can meet its anticipated cash liquidity needs based on reasonably detailed cash flow projections, and that adequate supporting funds will be available on short notice (usually 1 to 3 months).
3. Return on Investments – Funds should be invested to attain a high market return within the liquidity, risk and investment instrument constraints.
4. Maintaining the Public’s Trust – Funds should be invested so as to act as responsible custodians of public funds and avoid transactions that would undermine public confidence in the school, its board, officers, and employees.
5. Investments of donated assets shall conform to any related agreement or purpose, if any, pursuant to which the assets were donated to the School.

Investment Standards and Approved Investment Instruments

Individuals responsible shall manage and invest in good faith and with the focused care and prudence of observing the liquidity, risk and investment instrument restrictions contained in this policy. The School may only incur costs that are reasonable in relation to the assets being managed, considering the skills and expertise available to the School, and shall make a reasonable effort to verify facts and any advice offered in the course of the management and investment of the School’s assets.

All investments shall be made in accounts directly in the name of and under the control of the School.

Individuals responsible for managing and investing assets must plan for and meet the following criteria:

- The School must be able to safely make distributions relative to anticipated revenue flows and timing of both revenue and expenses;
- The School must preserve capital, minimize risk to capital, and protect against defaults of financial institutions. Deposit insurance coverage for all assets must be prioritized.
- Integration of each investment and course of action into a comprehensive School overall financial plan;
- Incorporate general economic conditions, to forecast their effects on future revenues and expenses, including inflationary or deflationary trends. The economic conditions shall be taken from learned sources and advisors.

- The expected total return of investments will be a lower priority consideration, after those of capital preservation, risk avoidance and ensured liquidity;
- The expected tax consequences of the investment, if any, must be considered.
- An asset's special relationship or special value, if any, to the charitable purposes of the School.

Allowed Investment Instruments

The School may invest in the following forms of investment instruments in alignment with the objectives listed above and to the extent allowed by applicable law:

- Bonds, notes, and treasury bills and other securities issued by and backed by the full faith and credit of the United States of America and its agencies.
- Interest-bearing savings accounts, checking accounts, cash management accounts that are backed by the Federal Deposit Insurance Corporation.
- Interest-bearing savings accounts, checking accounts, cash management accounts held at a brokerage firm that are backed by the Securities Investor Protection Corporation.
- Certificates of Deposits that are backed by the Federal Deposit Insurance Corporation. Each Certificate of Deposit must be issued by a different bank.

Allowed Duration of Investments

Bonds, bond funds, certificates of deposit that meet the above criteria are restricted in duration as follows:

- For total account value of \$500,000 or less – 50% 1 month, and 50% up to 3 months
- For total account value of \$500,000 or less – 3 months
- For total account value of up to \$1,000,000 – 35% up to 1 month, 35% up to 3 month, 30% up to 6 months.
- For amounts in excess of \$1,000,000 – amount over \$1,000,000 may be invested in durations of 50% 1 year, and 50% up to 2 years.

Adapted with permission from *California Charter School Finance, Revised 2003 Edition*.

Adopted:

Amended:

Heartwood Charter School
Independent Study Board Policy
May 17, 2023
Proposed

These policies apply to all pupils participating in independent study at the **Heartwood Charter School** (the "School"). Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Heartwood Board of Directors for implementation at the Charter School:

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be as follows:

- For pupils in transitional kindergarten, kindergarten, and grades one through three, **20 school days**.
- For pupils in grades four through eight, **20 school days**.
- For students in grades nine through twelve, **20 school days**.

When special or extenuating circumstances justify a longer time for individual students, the senior director or their designee may approve a period not to exceed **40 school days**.

Missed Assignments and Level of Satisfactory Progress: When any student fails to complete **three missed assignments** during any period of **20 school days** or fails to make satisfactory educational progress (as defined below) the Executive Director or designee will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or to return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

Satisfactory educational progress shall be based on all of the following indicators, as

applicable:

- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments, as confirmed by the Certified Support Teacher.
- Learning requirement concepts, as determined by the Certified Support Teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the Certified Support Teacher,
- Pupil engagement, as measured by all of the following, as applicable:
 - School attendance rates (greater than 93%),
 - Chronic absenteeism rates (no more than 10 consecutive days will be allowed),
 - Middle school dropout rates,
 - High school dropout rates, and
 - High school graduation rates.
- Pupil achievement and engagement, as measured by all of the following, as applicable:
 - Review of student work samples during the Learning Period by the responsible teacher, either by comparison to lesson plans, or in discussion with the responsible teacher and parent or guardian.
 - Progress as indicated at the end of the Learning Period as assessed by the responsible teacher,
 - Statewide assessments that are part of the California Assessment of Student Performance and Progress (i.e., “CAASPP”, or any other subsequent assessment as certified by the California State Board of Education),
 - The percentage of pupils that have successfully completed courses that satisfy the requirements for entrance to the University of California and California State University,
 - The percentage of pupils who have successfully completed courses that satisfy the requirements for career technical education sequences or

programs that align with state board-approved career technical education standards and frameworks,

- The percentage of pupils who have successfully completed both the university entrance and career technical courses specified above,
- The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (“ELPAC” or subsequent assessments of English proficiency certified by the state board),
- The English learner reclassification rate,
- The percentage of pupils who have passed an advanced placement exam with a score of “3” or higher, and
- The percentage of pupils who demonstrate college preparedness pursuant to the Early Assessment Program (or any subsequent assessment of college preparedness).

Academic Content: Independent study shall include the provision of content aligned to grade level standards that is substantially equivalent to in-person instruction.

For high school grade levels independent study shall include access to all courses offered by the School for graduation and approved by the University of California or the California State University as creditable under the A-G admission criteria.

Tiered Reengagement^{1*}:

The Charter School has adopted tiered reengagement strategies* for the following pupils:

- a) All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School’s approved instructional calendar;

^{1*} The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions

- b) Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
- c) Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- Verifying current contact information for the pupil.
- Notifying parents or guardians of lack of participation within one (1) school day of the recording of a nonattendance day or lack of participation.
- A plan for outreach from the school to determine pupil needs, including a connection with health and social services, as necessary.

A clear standard requiring a pupil-parent-educator conference, as defined below, to review the pupil's written agreement, reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the school's policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

For the purposes of this policy, "pupil-parent-educator conference" means a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.

Opportunities for Live Interaction and Synchronous Instruction: The School shall plan to provide opportunities in accordance with Education Code Section 51747(e) for live interaction* and synchronous instruction as follows for all pupils engaged in independent study:

- For pupils in transitional kindergarten through grades 1 to 3 inclusive, the School shall plan to provide opportunities for daily synchronous instruction for all pupils throughout the year by each pupil's teacher or teachers of record, including but not limited to, themed instructional subjects for each learning period such as Astronomy, Geometry, History, and others.
- For pupils in grades 4 to 8 inclusive, the School shall plan to provide opportunities for both daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction by each pupil's teacher or teachers of record for all pupils throughout the year, including but not limited to, rotating focused instructional subjects such as Math, Science, Language Arts, and others.

- For pupils in grades 9-12 inclusive, the School shall plan to provide opportunities for at least weekly synchronous instruction for all pupils by each pupil's teacher or teachers of record throughout the year, including focused small-group tutoring sessions based on students' learning plans and specific needs.

For the purposes of this policy, "live interaction" means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication. The School will document each pupil's participation for each school day. A student who does not participate in independent study on a school day shall be documented as non-participatory on that school day.

For the purposes of this policy, "synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher of record and the pupil.

Return to In-Person Instruction: For pupils whose families wish to return to in-person instruction from independent study, the School shall allow the student to transfer expeditiously, and in no case later than five instructional days.

Written Agreements: (5 C.C.R. § 11702) A current written agreement for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed, dated, and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. The independent study agreement for a student will require and cover a study plan that represents the same amount of study that would be required of a student in the classroom and be consistent with the School curriculum and course of study of students participating in the regular classroom setting.

Agreement Content: Each independent study written agreement shall contain at least all of the following provisions:

- The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's

parent or guardian regarding a pupil's academic progress.

- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.
- A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including the beginning and ending dates for participating in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits or, for elementary grades pupils, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas such as English learners, individuals with exceptional needs as needed to be consistent with the student's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

Written agreements shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general

supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Written agreements may be maintained electronically along with and may include subsidiary agreements, such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards and are intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

Before signing a written agreement pursuant to this section, the parent or guardian of a pupil may request that the local educational agency conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.

The Directors may establish regulations to implement these policies in accordance with the law.

Independent Study Plan Due to School Closure or Material Decrease in Attendance for 15 Days or Less for Affected Students

For any student impacted by fire, flood, impassable roads, epidemic, earthquake, the imminence of a major safety hazard as determined by the local law enforcement agency, a

strike involving transportation services to pupils provided by a non-school entity or an order provided for in Education Code section 41422, the Charter School shall offer those students independent study within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs and may participate in independent study.

As soon as possible, unless prohibited under the direction of the local or state health

officer, the Charter School shall reopen for in-person instruction.

Notwithstanding the information contained above relating to master agreements, the Charter School shall establish independent study master agreements in a reasonable amount of time.

Adopted: _____ and supersedes all previous School Independent Study policies and amendments.

Heartwood Charter School

Board Student Attendance Policy

May 17, 2023

Proposed

It is the expectation that all students arrive every day on time, ready, and eager to learn. When students are absent, they miss out on instruction and other activities that make up our modern and strong educational program.

Absence

Absence is defined as non-attendance or non-participation in school provided Learning Period Requirements.

- Homeschool Program Students/Families: Work with your assigned Credentialed Support Teacher (CST) on a lesson plan for the upcoming learning period
- Bothin Waldorf Program Students/Families: Attend daily instruction at the Bothin campus or arrange independent study work with the Class Teacher to fulfill the recommended daily instructional time per the California Department of Education for charter schools, [see here for more details](#)
- Submit attendance using the provided form for each enrolled student
- Submit the required work samples, your Credentialed Support Teacher (CST) or Class Teacher will request a work sample from a particular subject list on the master agreement. All high school students must submit 1 work sample per course listed on their master agreement to receive full credit
- The parent/guardian and the student must attend the LP meeting (students in grades TK-2nd are not required to attend but they are encouraged to).

Excused Absences

Parents are to administer or monitor the student's education plan guided by their CST on all scheduled school days. Please find this list of examples of excused absences:

- Student has been vomiting.
- Student's temperature is above normal.
- Student has been exhibiting uncontrolled coughing or has a runny nose.

- Student has been diagnosed with a contagious disease, illness or rash.
- Students who have been diagnosed with a contagious illness or who return with splints, casts, or crutches must have a doctor's release to return to school.
- Medical/Dental/Court Appointments
- Religious Holiday
- Funeral of immediate family member (extended travel beyond 3 days will require the parent to request an Independent Study Contract).
- Family emergencies such as house fires, house floods, or other verifiable family emergency with the approval of the Site Administrator.

Absences will be recorded as unexcused on the 3rd day following a student's absence unless the parent/guardian provides verifiable documentation of the student's absence.

Unexcused Absences

Unexcused absences are days without a valid medical reason for being away from school or unapproved independent learning days.

Regulations

- When a student has acquired three (3) unexcused absences, a warning letter will be issued to the parent. The parent and child will be required to meet with the administrator.
- When a student has accumulated five (5) unexcused absences or seven (7) excused or unexcused absences, a second conference will be held with the parent and child. Parents will receive written notification that a referral is being made to the Student Attendance Review Board (SARB) or the School Attendance Review Team (HAT).
- Upon reaching ten (10) unexcused absences, the student will be referred to a Student Success Team (SST) and the School Attendance Review Team (HAT). The HAT panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.

Heartwood Attendance Team Panel (HAT)

- The HAT panel shall direct the parent/guardian that no further unexcused absences can be tolerated.
- The HAT panel may discuss other school placement options.

- Notice of action recommended by the HAT will be provided in writing to the parent/guardian.

For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

If student is **absent ten (10) or more consecutive school days** without valid excuse and parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be deemed to have voluntarily disenrolled and notification of the disenrollment will be sent to the Student's district of residence.

It is the Charter School's intent to identify and remove all barriers to the student's success, and the School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the School may refer the family to appropriate school-based and/or social service agencies.

If a child's attendance does not improve after a HAT meeting, or if the parents fail to attend a required HAT meeting, the parents and the child may be referred to the District Attorney's office for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

Heartwood Charter School

Truancy Policy

May 17, 2023

Proposed

California Education Code (E.C.) section 48200 states that each person between the ages of 6 and 18 years shall attend school for the full length of the school day. E.C. section 48260 defines truancy as absence from school without a valid excuse; three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. E.C. section 48260 also mandates that school districts notify a pupil's parent or legal guardian upon a pupil's initial classification as a truant. To comply with state law, Heartwood Charter School has automated the mandatory Initial Notification of Truancy (1st NOT) and schools are responsible to manually generate the 2nd and 3rd NOT letters.

Students are required by law to attend school on an average basis. Truancy at Heartwood Charter School is defined by the absence of any and/or all learning period requirements being met.

Learning Period Requirements:

- Homeschool Program Students/Families: Work with your assigned Credentialed Support Teacher (CST) on a lesson plan for the upcoming learning period
- Bothin Waldorf Program Students/Families: Attend daily instruction at the Bothin campus or arrange independent study work with the Class Teacher to fulfill the recommended daily instructional time per the California Department of Education for charter schools, [see here for more details](#)
- Submit attendance using the provided form for each enrolled student
- Submit the required work samples, your Credentialed Support Teacher (CST) or Class Teacher will request a work sample from a particular subject list on the master agreement. All high school students must submit 1 work sample per course listed on their master agreement to receive full credit
- The parent/guardian and the student must attend the LP meeting (students in grades TK-2nd are not required to attend but they are encouraged to).

If any of the Learning Period Requirements are not received, a Notification of Truancy will be sent to the parent or guardian.

Notification #1 will be sent to the parent or guardian on record 3 days after the end of the learning period, initiated by CST reporting.

Notification #2 will be sent to the parent/guardian 7 business days after the initial report made by the CST if communication is not received by a member of the Heartwood Charter School Enrollment Team or CST

Notification #3 will be administered by the Heartwood Charter School Management team by certified mail 14 business days after the LP ends. This notification provides information of immediate withdrawal from Heartwood Charter School.

Participation Policy for Bothin In-Person Program

The Bothin Waldorf Program at Heartwood Charter School requires enrolled students receive their academics on site, via consistent and structured in-person instruction. The academics provided via this program are not available for families desiring frequent or extended periods of home study or virtual instruction.

Tardiness

Unexcused Tardy

A student will accrue an unexcused tardy if they are late for the official start time for their class without a valid excuse (physician or dental appt) having been submitted to the office via School approved forms of communication as described in the Parent Handbook.

- Second Unexcused Tardy/Early Pick-up-Student will receive a warning
- Third Unexcused Tardy/Early Pick-up-Student will receive lunch detention
- Fourth Unexcused Tardy/Early Pick-up-Student will be assigned a 1 hour after school detention
- Fifth Unexcused Tardy/Early Pick-up-Student will be assigned a 2 hour after school detention
- Sixth and subsequent Unexcused Tardies/early Pick-up-Student will not be permitted to attend extra-curricular activities such as dances, sporting events, field trips, etc.

If a student accumulates 7 or more unexcused tardies they are then considered to have chronic unexcused tardies. When the student reaches chronic tardy status, the parent/guardian will be asked to attend a conference to address ways to improve attendance and curtail tardy arrivals.

Absences

Excused Absences

Excused absences are days that have been approved by the classroom teacher as independent learning days or times that the student has a valid medical excuse for being away from campus. Examples of approved medical excuses:

- Physician's appts
- Dentist appts
- Illness (after 5 days with a doctors note)

Unexcused Absences

Unexcused absences are days without a valid medical reason for being away from school or unapproved independent learning days.

If a student is absent 5 days or more without a valid excuse, the parent or guardian will be sent a Notification of Non-Participation Letter and a meeting with the school may be requested to create an Attendance Improvement Plan.

If a student is absent 8 days or more without a valid excuse or a note from the student's doctor, the parent or guardian will be sent a Notification of Truancy Letter and a meeting with the school may be requested to create an Attendance Plan to resolve the truancy.

If a student is absent 10 or more days for any reason they will be considered excessively absent, and the parent or guardian will be sent a Notification of Truancy Letter and a parent conference with the school will be requested. Also:

- The parent conference will require that the parent or guardian agree to an Attendance Contract stating how the student will attend school with the required regularity.
- The Attendance Contract will be signed by the parent or guardian.

- If the student and parent or guardian do not meet the requirements of the Attendance Contract the student will be transitioned to Heartwood's independent homeschool learning program.

If a student is absent 15 or more days for any reason, without mitigating circumstances or prior agreements with the Bothin program steering team, the student will be transitioned to Heartwood's independent homeschool learning program and assigned to a new Credentialed Support Teacher (CST)..

Heartwood Charter School
High School Graduation Policies
May 17, 2023
Proposed

High School Graduation Requirements for 2023-24 School Year and Later

- Three courses in [English](#)
- Two courses in [mathematics](#), including one year of Algebra I (*EC Section 51224.5*)
- Two courses in [science](#), including biological and physical sciences
- Three courses in [social studies](#), including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics
- One course in [visual or performing arts](#) and [world language](#). For the purpose of satisfying the minimum course requirement, a course in American Sign Language shall be deemed a course in world language
- Two courses in [physical education](#), unless the pupil has been exempted pursuant to the provisions of *EC Section 51241*

Students who successfully complete Algebra I in middle school must still complete a minimum of two years of mathematics in high school.

*Each 5 unit course should exemplify 6-7 hours of work per week.

Should a student seek to enroll in more than 7 courses (35 units/credits) per term the HAT (Heartwood Advising Team) will evaluate the student's history at Heartwood Charter School as well as any transfer records before approving the request. Requests must be submitted by parent/guardian in writing to their assigned CST at least two weeks before the beginning of the semester during which the request would be applicable with documentation and explanation as to why the request is being made. The HAT will meet and respond to written requests within 5-7 school days.

Salary Schedule 2023-24 (Proposed May 17, 2023)

May 17, 2023

Effective July 1, 2023

Bothin Program Faculty

Stipends

Waldorf teaching experience

5-9 years, add \$1,000 annually

10-14 years, add \$2,000 annually

15 years and up, add \$3,000 annually

Employed since 2019-20 school year, add \$2,000 annually (future 5+ years with program bonus)

Extended week, **(omitted)**

On-site work location, included in schedule

Pay rate for part time classroom teachers **\$33.00** per hour

Bothin Program Non-Credentialed

Step	22-23
0	\$61,210
1	\$63,046
2	\$64,938
3	\$66,886
4	\$68,892
5	\$70,959
6	\$73,088
7	\$75,281
8	\$77,539
9	\$79,865
10	\$82,261
11	\$83,906
12	\$85,584
13	\$87,296
14	\$89,042
15	\$90,823
16	\$91,731
17	\$92,648
18	\$93,575
19	\$94,511
20 plus	\$95,456

Bothin Program Credentialed (Proposed May 17, 2023)

Effective July 1, 2023

Stipends

Waldorf teaching experience

5-9 years, add \$1,000 annually

10-14 years, add \$2,000 annually

15 years and up, add \$3,000 annually

Employed since 2019-20 school year, add \$2,000 annually

Extended week, **(omitted)**

On-site work location, included in schedule

Pay rate for part time classroom teachers **\$38.00** per hour

Step	22-23
0	\$62,420
1	\$64,293
2	\$66,221
3	\$68,208
4	\$70,254
5	\$72,362
6	\$74,533
7	\$76,769
8	\$79,072
9	\$81,444
10	\$83,887
11	\$85,565
12	\$87,276
13	\$89,022
14	\$90,802
15	\$92,618
16	\$93,544
17	\$94,480
18	\$95,425
19	\$96,379
20 plus	\$97,343

Advancement among steps will determined by Board decision prior to beginning of academic year.

Homeschool Program Credentialed (Proposed May 17, 2023)

Effective July 1, 2023

Stipends for full roster

Full roster is **30** students as assigned by school

Credential, single subject, add \$2,000 annually

Independent Study teaching experience

5-9 years, add \$1,000 annually

10-14 years, add \$2,000 annually

15 years and up, add \$3,000 annually

Employed since 2019-20 school year, add \$2,000 annually

Rosters of 30 students or fewer will be paid at an hourly rate, first year of employment at **\$38.00** per hour, and subsequent years proportional to salary schedule, with allowed weekly hours a proportion of 30 students times 40 hours.

Homeschool Program Credentialed

Step	22-23
0	\$57,330
1	\$59,050
2	\$60,821
3	\$62,646
4	\$64,525
5	\$66,461
6	\$68,455
7	\$70,509
8	\$72,624
9	\$74,803
10	\$77,047
11	\$78,588
12	\$80,159
13	\$81,763
14	\$83,398
15	\$85,066
16	\$85,916
17	\$86,776
18	\$87,643
19	\$88,520
20 plus	\$89,405

Holidays and school breaks within instructional start and end dates will be paid. Hourly faculty will be paid for school holiday and breaks based on the hourly allowance for the week holiday or break occurs.

Special Education Credentialed (Proposed May 17, 2023)

Effective July 1, 2023

Stipends for full time Special Education Faculty

Special Education teaching experience

5-9 years, add \$1,000 annually

10-14 years, add \$1,500 annually

15 years and up, add \$2,000 annually

Employed since 2019-20 school year, add \$2,000 annually

Supplement for on-site work location, \$2,000 annually

Pay rate for part time Education Specialists **\$43.00**

Step	0-2 years
0	\$68,662
1	\$70,722
2	\$72,844
3	\$75,029
4	\$77,280
5	\$79,598
6	\$81,986
7	\$84,446
8	\$86,979
9	\$89,588
10	\$91,380
11	\$93,208
12	\$95,072
13	\$96,973
14	\$98,913
15	\$100,891
16	\$101,900
17	\$102,919
18	\$103,948
19	\$104,988
20 plus	\$106,037

Advancement among steps will determined by Board decision prior to beginning of academic year.

Administration (Approved January 8, 2023)

Effective January 8, 2023

Stipends for full time Administrative Employees

Supplement for onsite work location, add \$2,000 annually, except Asst Principal

Waldorf Certificate, add \$2,000 annually

M. Ed. or equivalent, add \$1,000 annually

Experience Step	Coordinator	Assistant Principal	Assistant Director
1	85,280	95,680	101,920
2	87,280	97,594	103,958
3	89,026	99,594	105,958
4	90,806	101,594	107,958
5	92,622	103,594	109,958
6	94,475	105,594	111,958
7	96,364	107,594	113,958
8	98,291	109,594	115,958
9	100,257	111,594	117,958
10	102,262	113,594	119,958
11	104,308	115,594	121,958
12	106,394	117,594	123,958

New Fidelity Account® — Business

Use this application to open a business account. Do NOT use this form for retirement or omnibus (pooled) accounts. Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, make a copy of the relevant page.

Important to Understand

By signing this application, you acknowledge that:

- Fidelity Brokerage Services LLC ("FBS") will perform brokerage services.
- National Financial Services LLC ("NFS") will provide custody and related administrative services.
- FBS and NFS are together referred to herein as "Fidelity."
- Important documents related to your account include the Fidelity Account Customer Agreement ("Customer Agreement") and other relevant information delivered from time to time.
- In this application, "You," "you," and "your" refers to all account holders, including Authorized Individuals/Managers/Partners. Each of the account holders agrees that any account holder has authority on behalf of this account.

Helpful to Know

Regarding this account:

Registration and Tax Classification:

- Please refer to the checklist at the end of this application for required supporting documentation and required signers. Please return ALL pages of this application, plus any additional documentation to Fidelity.
- If you need to add additional Authorized Individuals/Managers/Partners or Beneficial Owners, please make a copy of the relevant section, and complete and return it with the completed application.
- For additional information or for help filling out this application, please call a Fidelity Representative at 800-343-3548.

1. Business Information

Enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, articles of incorporation).

Name of Business			
Business Name/Disregarded Entity Name If different from above.			
Taxpayer ID Number	Required	Daytime Phone	Extension
	<input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN		
Date of Adoption of Resolutions MM DD YYYY			

Response Required. Provide date that the resolutions in Section 12 were duly adopted by business

Indicate the state of the business:

Response required. Check one.

- Operating Nonoperating Examples can include, but are not limited to, a holding company, personal investment company, shell company, or similar.

Business/Permanent Address This is the legal address used for tax reporting.

Address		
City	State	ZIP Code

Business Mailing Address This may be a PO Box, drop box, or c/o location.

- Same as permanent address Default if no other information indicated below.

Mailing Address		
City	State	ZIP Code

Business Information continues on next page. ►►

Business Type and U.S. Federal Tax Classification

Registration and Tax Classification: Along with this completed Business account application, please provide the relevant supplemental documents as detailed at the end of this application.

Response required.
Check one type only.

For more about business account types, go to Fidelity.com/openaccount.

Corporation
taxed as:

- C Corp.
 S Corp.

LLC
taxed as:

- C Corp.
 S Corp.
 Partnership
 Sole Proprietorship

Tax Exempt*
taxed as:

- Corporation
 Unincorporated Business
 Exempt Payee Code†

- Partnership
 Investment Club
 Unincorporated Business (not for LLCs)
 Sole Proprietorship‡

Response required.
Check one.

For corporations only.

- Publicly Traded Privately Held

*Includes 501(c)(3) organizations and nonprofit entities.

†For a list of applicable codes, refer to the Backup Withholding Exemption Codes document at the end of this application.

‡Responses to Control Person and Entity Owner questions are not required for Sole Proprietorships.

Municipal Entity

Is the business a municipal entity, including any branch of a state or local government?

- No
 Yes ▶ If Yes, please indicate type:
 State or local government
 Board of education
 Commission or agency
 Public school, college, or university
 Public hospital or health care organization
 Other public entity

Describe

State/Country of Organization

State/Country of Organization [§]	Country of Tax Residence <input type="checkbox"/> U.S. <input type="checkbox"/> Other: _____
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[§]Entities with foreign tax status must submit a completed IRS Form W-8 with this application.

Government ID (for foreign entities only)

Attach a photocopy of a valid and unexpired document with evidence of the reference number.

Government-issued Identification Number
Type of Document
Country of Issuance

Business Information continues on next page. ▶▶



If You Are a Financial Institution

Check one. Bank Securities broker or dealer Hedge fund
 Trust company Investment company (or other passive investment vehicle) Other: (or custodian/manager of hedge fund assets)
 Insurance company Other: (Please specify)

If you are a domestic financial institution

Name of Government Agency that Serves as Primary Regulator

2. Authorized Individual/Manager/Partner Required to be completed for each Authorized Individual/Manager/Partner. Please review checklist at the end of this application for requirements.

To list up to seven Authorized Individuals/Managers/Partners on this account, provide the information below for each Authorized Individual/Manager/Partner. Each individual named is fully authorized to open a brokerage account in the name of the business identified in Section 1, to place orders on the account, and to execute any instrument incidental to such account (such as applying for margin or options), to act in a sole capacity in these regards, and to act on behalf of the business as may be more fully described in the Customer Agreement. If you need to provide information for more than one individual, you can do so in Section 3. In this section, "you" refers to the person whose personal information is being provided.

- Check all that apply.**
- This individual is the Control Person for the business. A Control Person is defined as an individual person with significant responsibility for managing the entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). **This account requires that there be at least one Control Person named. If the Control Person is not an Authorized Individual/Manager/Partner on this account, his or her information MUST be provided in Section 8.**
 - This individual is an Entity Owner of the business. An Entity Owner is defined as any individual who owns, directly or indirectly, 25% or more of the equity interests of the entity for domestic operating entities, or 10% or greater for domestic nonoperating or foreign entities.

Enter full first and last name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

First Name	Middle Name	Last Name
Control Person Title Required (e.g., President, General Partner).		
Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN	Date of Birth MM DD YYYY
Mobile Phone	Secondary Phone	
Email		

Mobile phone number and email are required for account security, transactional alerts, and delivery of other communications.

By signing this account application, you agree to conduct business with Fidelity electronically and to the electronic delivery of all account-related documents and communications. You consent to Fidelity's use of your email and/or mobile number to message, call, or text you for this purpose. Message and data rates apply; frequency may vary. For help with texts, reply HELP. To opt out of texts, reply STOP. You may also update your contact information at any time through your profile on *Fidelity.com*. Please look for an email to confirm your information and the terms of this consent.

Residential Address (where you live) This is your legal address used for tax reporting.

Street Address		
City	State	ZIP Code

Authorized Individual/Manager/Partner continues on next page. ▶▶



Mailing Address This may be a PO Box, drop box, or c/o location.

Same as above

Mailing Address		
City	State	ZIP Code

Citizenship

Indicate your citizenship status. U.S. citizen Do not complete the fields below. Skip to Income Source.
 Foreign citizen Information in this box must be completed.

Choose one. Permanent U.S. resident Nonpermanent U.S. resident Nonresident of U.S.

Country of Citizenship	
Government Identification Number	
ID Number	Country of Issuance
ID Issuance Date MM DD YYYY	ID Expiration Date MM DD YYYY
<input type="checkbox"/> Passport Number <input type="checkbox"/> Permanent Resident Identifier <input type="checkbox"/> Other Government-Issued ID Number	

Unexpired ID must include reference number and photo. Attach copy of ID.

Income Source

Check one and provide information. Industry regulations require us to ask for this information.

Employed: Self-employed:

Occupation		Employer Leave blank if self-employed.	
Employer Address			
City	State/Province	ZIP/Postal Code	Country

Retired: Not employed:

Source of Income Pension, investments, spouse, etc.

Check here if you are employed/associated with a Registered Investment Adviser
 Check here if you are employed/associated with a Broker-Dealer

Associations

As a person associated with a member firm, you are obligated to receive consent from that firm. Fidelity has existing consent agreements with many firms for their employees to maintain accounts with Fidelity and to deliver transactional data. If your firm is not one of them, Fidelity will attempt to contact your firm's compliance office.

If you are employed by or associated with a broker-dealer, stock exchange, exchange member firm, the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or other financial institution, or are the spouse or an immediate family member residing in the same household of someone who meets the aforementioned employment criteria, provide the company's name and address below. Information (including duplicate copies of confirmations and statements for this account, and any accounts you choose to have on a consolidated statement) will be sent to the associated person's employer for purposes of compliance review.

Company Name			
Company Address			
City	State/Province	ZIP/Postal Code	Country

Authorized Individual/Manager/Partner continues on next page. ▶▶



Affiliations

If you, your spouse, or any of your relatives (including parents, in-laws, and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, a 10% shareholder, or a policy-making officer of a publicly traded company (an "Affiliate"), you must provide the information below. If there are more than two Affiliates, make a copy of this section.

Affiliate's Company Name	Trading Symbol or CUSIP
Affiliate's Company Name	Trading Symbol or CUSIP

3. Additional Authorized Individual/Manager/Partner Please review checklist at the end of this application for requirements.

Provide the following information for each additional Authorized Individual/Manager/Partner. Each individual named is fully authorized to open a brokerage account in the name of the business identified in Section 1, to place orders on the account, and to execute any instrument incidental to such account (such as applying for margin or options), to act in a sole capacity in these regards, and to act on behalf of the business as may be more fully described in the Customer Agreement. In this Section 3, "you" refers to the person whose personal information is provided. If you need to provide information for more than two individuals, make a copy of this section (pages 5 and 6). For each individual beyond the seventh, complete an Account Authority form.

Check all that apply.

- This individual is the Control Person for the business. A Control Person is defined as an individual person with significant responsibility for managing the entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). **This account requires that there be at least one Control Person named. If the Control Person is not an Authorized Individual/Manager/Partner on this account, his or her information MUST be provided in Section 8.**
- This individual is an Entity Owner of the business. An Entity Owner is defined as any individual who owns, directly or indirectly, 25% or more of the equity interests of the entity for domestic operating entities, or 10% or greater for domestic nonoperating or foreign entities.

Enter full first and last name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

First Name	Middle Name	Last Name
Control Person Title Required (e.g., President, General Partner).		
Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN	Date of Birth MM DD YYYY
Mobile Phone	Secondary Phone	
Email		

Mobile phone number and email are required for account security, transactional alerts, and delivery of other communications.

By signing this account application, you agree to conduct business with Fidelity electronically and to the electronic delivery of all account-related documents and communications. You consent to Fidelity's use of your email and/or mobile number to message, call, or text you for this purpose. Message and data rates apply; frequency may vary. For help with texts, reply HELP. To opt out of texts, reply STOP. You may also update your contact information at any time through your profile on *Fidelity.com*. Please look for an email to confirm your information and the terms of this consent.

Residential Address (where you live) This is your legal address used for tax reporting.

Street Address		
City	State	ZIP Code

Mailing Address This may be a PO Box, drop box, or c/o location.

Same as above

Mailing Address		
City	State	ZIP Code

Additional Authorized Individual/Manager/Partner continues on next page. ►►



Citizenship

U.S. citizen *Do not complete the fields below. Skip to Income Source.*

Indicate your citizenship status. Foreign citizen *Information in this box must be completed.*

Country of Citizenship

Choose one. Permanent U.S. resident Nonpermanent U.S. resident Nonresident of U.S.

Government Identification Number

ID Number Country of Issuance

ID Issuance Date MM DD YYYY ID Expiration Date MM DD YYYY

Passport Number Permanent Resident Identifier Other Government-Issued ID Number

Unexpired ID must include reference number and photo. Attach copy of ID.

Income Source

Check one and provide information. Industry regulations require us to ask for this information.

Employed: Self-employed:

Occupation Employer *Leave blank if self-employed.*

Employer Address

City State/Province ZIP/Postal Code Country

Retired: Not employed:

Source of Income *Pension, investments, spouse, etc.*

Check here if you are employed/associated with a Registered Investment Adviser

Check here if you are employed/associated with a Broker-Dealer

Associations

As a person associated with a member firm, you are obligated to receive consent from that firm. Fidelity has existing consent agreements with many firms for their employees to maintain accounts with Fidelity and to deliver transactional data. If your firm is not one of them, Fidelity will attempt to contact your firm's compliance office.

If you are employed by or associated with a broker-dealer, stock exchange, exchange member firm, the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or other financial institution, or are the spouse or an immediate family member residing in the same household of someone who meets the aforementioned employment criteria, provide the company's name and address below. Information (including duplicate copies of confirmations and statements for this account, and any accounts you choose to have on a consolidated statement) will be sent to the associated person's employer for purposes of compliance review.

Company Name

Company Address

City State/Province ZIP/Postal Code Country

Additional Authorized Individual/Manager/Partner continues on next page. ►►





Affiliations

If you, your spouse, or any of your relatives (including parents, in-laws, and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, a 10% shareholder, or a policy-making officer of a publicly traded company (an "Affiliate"), you must provide the information below. If there are more than two Affiliates, make a copy of this section.

Affiliate's Company Name	Trading Symbol or CUSIP
Affiliate's Company Name	Trading Symbol or CUSIP

4. Core Position

Any cash balances awaiting your further instruction will be swept into the Fidelity Government Money Market Fund (SPAXX) (referred to as your "Core Position"). There may be other options available for your Core Position. If so, you can change your Core Position to one of these other options after your account is opened.

5. Funding Your Account

Initial Funding *This is a one-time contribution.*

Check all funding options that apply to this one-time transfer.

Your name and SSN must be identical on both accounts.

By check payable to Fidelity Brokerage Services LLC. *This must be a check written by you, as third-party checks cannot be accepted.*

Transfer from another firm **▷** *Include a completed Transfer of Assets form available at Fidelity.com/TOA.*

Transfer from your Fidelity non-retirement account: *If entire account value is transferred, the source account will be closed. Account features do not transfer and must be reestablished for the new account.*

Brokerage Account

Your Fidelity Brokerage Account Number	Amount <i>Must be available as cash.</i>
	\$

OR All assets

Mutual Fund Only Account

Your Fidelity Mutual Fund Only Account Number	Fidelity Fund Name
Dollar Amount	Number of shares
\$	

OR Transfer All Shares

Form continues on next page. **▶▶**



6. Ongoing Funding Options

Electronic Funds Transfer (EFT)

See **"Important Information About Electronic Funds Transfer (EFT)" at the end of this application.**

EFT allows you to electronically transfer funds between your bank or other financial institution and Fidelity. This section must be completed for automatic investments from outside Fidelity. Not ready to sign up now? Log in to [Fidelity.com/eft](https://www.fidelity.com/eft) after your account has been opened to establish EFT.

You **must** be an owner of the account at the other financial institution. You will need to attach a voided check, deposit slip, or bank statement with the account number and all owner names preprinted on it.

Checking

Savings

Provide bank information below to set up the EFT feature.

Owner(s) Name(s) Exactly as on Bank Account	
Bank Routing/ABA Number	Bank Name
Checking or Savings Account Number	

Automatic Contributions

Adding automatic contributions to your account allows you to automatically invest in eligible Fidelity and Fidelity FundsNetwork funds based on a schedule you determine. To sign up, please go to [Fidelity.com/autoinvest](https://www.fidelity.com/autoinvest).

Income and Dividends

All income from securities (dividends, capital gains, or sale proceeds) is automatically deposited into your account. Dividends from mutual funds are reinvested in the originating fund. To change your distributions, call Fidelity or go to [Fidelity.com/updateaccountfeatures](https://www.fidelity.com/updateaccountfeatures).

7. Account Features

Additional account features are available for your new account. You may establish most of these online at [Fidelity.com/updateaccountfeatures](https://www.fidelity.com/updateaccountfeatures). Or, you may choose from the following:

Checkwriting

Establish now—You must include the *Checkwriting* form with this application. Go to [Fidelity.com/forms](https://www.fidelity.com/forms) to download the form.

Please send information to establish checkwriting in the future.

Request Active Trader. To sign up later, call a trading specialist at 800-564-0211.

Trades per year 36–71 72–119 120+

Send information on Automatic Investments.

8. Beneficial Ownership—Control Person/Entity Owner *Required for all business registrations except Sole Proprietorships—Sole Proprietors can skip to Section 9.*

Complete this section to provide information for the Control Person and/or Entity Owner(s) (as defined below) that are NOT already listed as an Authorized Individual/Manager/Partner in Sections 2 or 3 of this form. These individuals will not have any authority or be able to take any action on this account. If the Control Person and Entity Owner(s) are already listed as Authorized Individuals/Managers/Partners, check the first box below and skip to Section 9. **If there is more than one individual, make a copy of this section for each additional individual.**

The Control Person and Entity Owner(s) are defined as:

1. Control Person: An individual with significant responsibility for managing the entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). This account requires that there be at least one Control Person named.

Beneficial Ownership—Control Person/Entity Owner continues on next page. ►►



2. Entity Owner(s): Any individuals or entities that own, directly or indirectly, 25% or more of the equity interests of the entity for domestic operating entities, or 10% or greater for domestic nonoperating or foreign entities. **Note:** If the Entity Owner is a trust or another entity, additional information and documentation will be required to be submitted along with this form.

Response required.
Check one.

- The Control Person AND Entity Owner(s) of this business have been previously listed** as Authorized Individuals/Managers/Partners in this form. You agree you will notify Fidelity if or when beneficial ownership information of the entity changes. ▶ *Skip to Section 9.*
- The Control Person has been listed as an Authorized Individual/Manager/Partner. There are no Entity Owners of this business.** You agree you will notify Fidelity if or when beneficial ownership information of the entity changes. ▶ *Skip to Section 9.*
- There is a Control Person or Entity Owner(s) that is not listed as an Authorized Individual/Manager/Partner on this account and the information is included below.** If no entity owners have been identified, there are no individuals or entities that own, directly or indirectly, 25% or more of the equity interests of the entity for domestic operating entities, or 10% or greater for domestic nonoperating or foreign entities. You agree you will notify Fidelity if or when beneficial ownership information of the entity changes.

Control Person/Entity Owner

- Check all that apply.**
- This individual is the Control Person for the business.
 - This individual/entity is an Entity Owner of the business.

Enter full first and last name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).

If this Entity Owner is a trust or another entity, enter full entity name as evidenced by the relevant formation document (e.g., trust document, partnership agreement, articles of incorporation). Additional information and documentation will be required when the Entity Owner is a trust or entity.

First Name	Middle Name	Last Name
Control Person Title Required (e.g., President, General Partner).		
Entity Name		
Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN	Date of Birth MM DD YYYY

Residential Address (where you live) This is your legal address used for tax reporting.

Street Address			
City	State/Province	ZIP/Postal Code	Country

Citizenship

- Indicate your citizenship status. ▶
- U.S. citizen Do not complete the fields below.
 - Foreign citizen Information in this box must be completed.

- Choose one. ▶
- Permanent U.S. resident
 - Nonpermanent U.S. resident
 - Nonresident of U.S.

Country of Citizenship

Government Identification Number

ID Number	Country of Issuance
ID Issuance Date MM DD YYYY	ID Expiration Date MM DD YYYY

- Passport Number
- Permanent Resident Identifier
- Other Government-Issued ID Number

Unexpired ID must include reference number and photo. Attach copy of ID.

Form continues on next page. ▶▶



9. Account Certifications

The Certifying Officer, Manager(s), and Partner(s) hereby certify the following:

All Business Entities:

- The Business is duly organized and existing under the laws of the state or country indicated in Section 1, is operating under the operating document submitted with this application, and has the power to take the actions called for by the resolutions included in Section 12 at the end of this application. In addition, the Business's governing body adopted the resolutions in Section 12 at the end of this application on the date indicated in Section 1, at which a quorum of the governing body was present and acting throughout, and the resolutions are currently in full effect.
- Each Authorized Individual/Manager/Partner named in Sections 2 and 3 has been duly appointed, and that any one of them is fully authorized, acting individually, to execute any and all instruments necessary, proper, and desirable for the purpose, including any and all documentation necessary to establish this account (which may be a margin account) in the name of said Business with Fidelity and to purchase, trade, sell (including short sales in margin accounts), assign, withdraw, transfer, and/or deliver any and all stocks, bonds, options, or any other assets or securities, listed or unlisted, and to establish checkwriting, EFT, and other account-related services in said account(s) as indicated further, that any past action in accordance herewith is hereby ratified and confirmed; and, further, that any officer of this Business is hereby authorized to certify this resolution to Fidelity. This authorization shall continue in force until revoked by the above-named Business by a written notice, addressed and delivered to Fidelity.
- Nothing in this application and the resolutions in Section 12 are contrary to any provision in the Business's organizing documents or bylaws, and you have been authorized to make this certification to Fidelity on behalf of this Business.
- Fidelity may verify all information provided in connection with this certification and account, and may obtain credit or other financial responsibility reports with respect to the Business and any Authorized Individual/Manager/Partner. All individuals who may be the subject of these reports have been notified of this possibility. Upon written request, Fidelity will provide the name and address of the credit reporting agency used.

- If applicable, the attached supporting documents are true and valid copies of the legal document currently in effect.
- Fidelity may conduct account business with any one Authorized Individual/Manager/Partner without notice to, or approval of, any other Authorized Individual/Manager/Partner.

Corporations and Unincorporated Businesses Only:

- These certifications will continue until Fidelity receives written notice of any change thereof.
- You are an officer/owner of the Business and you are authorized to make these certifications on behalf of the Business.
- In the event there are no other officers/owners aside from those listed in Sections 2 and 3, the individual signing in Section 10 warrants and represents that in signing Section 10, you are the sole officer of, or the sole individual authorized to act on behalf of, the Business.

LLCs and Partnerships Only:

- The certifications with respect to the authority of each Manager/Partner to place orders on this account are made jointly and severally by all the Managers/Partners signing below, who also acknowledge that Fidelity may conduct account business with any one Manager/Partner without notice to, or approval of, any other Manager/Partner.
- The undersigned authorize Fidelity, in the event of death or retirement of any of the members of the Business, to take such proceedings, require such papers, retain such portion of, or restrict transactions in said account as Fidelity may deem advisable to protect Fidelity against any liability, penalty, or loss under any present or future law or otherwise. It is further agreed that in the event of the death or retirement of any partner of the Business, the remaining partners will immediately cause Fidelity to be notified of such fact.
- This authorization is in addition to, and in no way limits or restricts, any rights that Fidelity may have under any other agreement or agreements between Fidelity and the undersigned, or any agreement now existing or hereafter entered into, and is binding on the undersigned and their legal representatives, successors, and assigns. This authorization is also a continuing one and shall remain in full force and effect until revoked by a written notice.

LLCs Only:

- The individual or individuals signing this application constitute all Managers authorized by agreement to transact business on behalf of the Business. If Member-Managed, the individual or individuals signing this application constitute all Members of the Business.

Partnerships and Investment Clubs Only

- The individual or individuals signing this application constitute all General Partners authorized by agreement to transact business on behalf of the Business. If there are no General Partners, the individual or individuals signing this application constitute all Partners of the Business.
- Agree that Fidelity may conduct account business with any one partner without notice to, or approval of, any other partner.
- Agree that if new partners are admitted to the Partnership, the undersigned will cause such new partners to adopt and be bound by this application.
- Agree that in the event of death or retirement of any of the undersigned, the survivors shall immediately give Fidelity written notice thereof, and Fidelity may, before or after receiving such notice, take such proceeding, require such papers, retain such portion of, and/or restrict transactions in the account as Fidelity may deem advisable to protect Fidelity against any liability, tax, or penalty under any present or future laws or otherwise. The estate of any of the undersigned who shall have died shall be liable, and each survivor shall continue to be jointly and severally liable, to Fidelity on the foregoing indemnity and for any debit balance or loss in said account resulting from the completion of transactions initiated prior to the receipt by Fidelity of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

Form continues on next page. ►►

10. Required Signature(s) and Date(s) Please review checklist at the end of this application for signature requirements.

Please be sure to read all the language included on the following pages, as well as sign, date and return your completed application, including this signature page, to Fidelity.

<p><i>If the account holder is a U.S. person for tax purposes:</i></p> <ul style="list-style-type: none"> • Certify under penalties of perjury that the account holder is a U.S. person (as defined in the instructions for IRS Form W-9) and the Social Security or Taxpayer Identification Number provided is correct (or that the account holder is waiting for a number to be issued). <p><i>If the IRS has notified the account holder that the account holder is currently subject to backup withholding because the account holder failed to report all interest and dividends on the account holder's tax return, CROSS OUT all text in brackets.</i></p>	<ul style="list-style-type: none"> • Certify under penalties of perjury that the account holder is not subject to backup withholding because any of the following applies: <ul style="list-style-type: none"> – The account holder is exempt from backup withholding. – The account holder has not been notified by the Internal Revenue Service (IRS) that the account holder is subject to backup withholding as a result of a failure to report all interest or dividends. – The IRS has notified the account holder that the account holder no longer is subject to backup withholding. 	<ul style="list-style-type: none"> • Certify under penalties of perjury that the FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting are correct. <p><i>If the account holder is not a U.S. person for tax purposes:</i></p> <ul style="list-style-type: none"> • Agree to submit the applicable Form W-8BEN with this form to certify the foreign status of the account holder and, if applicable, claim tax treaty benefits.
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To help the government fight financial crimes, federal regulation requires Fidelity to obtain and verify your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, Fidelity may obtain and verify comparable information for any person authorized to make transactions in an account. Also, federal regulation requires Fidelity to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if Fidelity cannot obtain and verify this information. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

You acknowledge that this account is governed by a predispute arbitration clause, which appears on the last page of the Customer Agreement, and that you have read the predispute arbitration clause.

By signing below, you acknowledge that you have read, understood, and agree to be bound by the provisions of this application, including the Terms and Conditions and Resolutions for this Account following this section, and that you certify all items that apply to your type of entity and registration are true; that all information provided on this application is true, accurate, and complete; that you make all authorizations indicated; and you affirm that you are authorized to make those representations.

PRINT CERTIFYING OFFICER/MANAGER/PARTNER/AUTHORIZED INDIVIDUAL NAME	
PRINT CERTIFYING OFFICER/MANAGER/PARTNER/AUTHORIZED INDIVIDUAL TITLE	
SIGN	OFFICER/MANAGER/PARTNER/AUTHORIZED INDIVIDUAL SIGNATURE
	X
DATE	TODAY'S DATE MM/DD/YYYY
	X

CORPORATE SEAL

This field is required. ▶

607735.13.0

Required Signature(s) and Date(s) continues on next page. ▶▶





PRINT MANAGER/PARTNER/AUTHORIZED INDIVIDUAL NAME	
MANAGER/PARTNER/AUTHORIZED INDIVIDUAL SIGNATURE	
SIGN	X
TODAY'S DATE MM/DD/YYYY	
DATE	X

PRINT MANAGER/PARTNER/AUTHORIZED INDIVIDUAL NAME	
MANAGER/PARTNER/AUTHORIZED INDIVIDUAL SIGNATURE	
SIGN	X
TODAY'S DATE MM/DD/YYYY	
DATE	X

PRINT MANAGER/PARTNER/AUTHORIZED INDIVIDUAL NAME	
MANAGER/PARTNER/AUTHORIZED INDIVIDUAL SIGNATURE	
SIGN	X
TODAY'S DATE MM/DD/YYYY	
DATE	X

PRINT MANAGER/PARTNER/AUTHORIZED INDIVIDUAL NAME	
MANAGER/PARTNER/AUTHORIZED INDIVIDUAL SIGNATURE	
SIGN	X
TODAY'S DATE MM/DD/YYYY	
DATE	X

607735.13.0

Form continues on next page. ►►



11. Terms and Conditions for This Account

By signing the previous section you:

- Affirm that you are at least 18 years old and of full legal age to enter into the agreements associated with this application in your state of residence.
- Affirm that you have received and read the prospectus or other applicable disclosure for the Core Position and the description of the Core Position in the Customer Agreement, including Fidelity's right to change the options available.
- Agree to the use of the Core Position specified above to hold assets pending investment, withdrawal, or other instructions.
- Understand that: (i) generally, Fidelity earns more compensation when you invest in products offered by an affiliate of Fidelity, and the compensation earned, as well as your yield, varies by product; (ii) notwithstanding any contrary provisions in any underlying account documentation, other options may be available for your core position after opening your account, and, if other options are available, you may select a different option by updating your Core Position on *Fidelity.com* or through a representative; and (iii) in certain circumstances, such as when Fidelity determines that you reside outside the United States, the Core Position will operate differently.
- Affirm that you have received, read, understood, and agree to be bound by the terms and conditions of the Customer Agreement, this Application (including if applicable the Important Information regarding Electronic Funds Transfer (EFT) and the Fee Schedule), as is currently in effect and as may be amended in the future.
- **Understand that your Core Position may be a money market fund, and that you could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to money market funds, and you should not expect that the**

sponsor will provide financial support to the fund at any time.

- Consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity at 800-343-3548 and you will begin receiving multiple copies within 30 days. As Documents for other investments become available in the future, these Documents may also be householded in accordance with this authorization or any notice or agreement you received or entered into with Fidelity or its service providers.
- Understand that, upon issuer's request in accordance with applicable rules and regulations, Fidelity will supply your name to issuers of any securities held in your account so you might receive any important information regarding them, unless you notify Fidelity.
- Hereby constitute and appoint Fidelity your true and lawful attorney to surrender for redemption any and all shares held in your account with full power of substitution in the premises, and further acknowledge that Fidelity may cease to act as agent to the above appointment after providing notice to your account's address of record.
- Certify and agree that the certifications, authorizations, and appointments in this document will continue until Fidelity receives actual written notice of any change thereof.
- Upon transfer of assets due to any life event (death, divorce, etc.), and unless otherwise instructed, all dividend/interest income paid to the Transferor (Current Asset Holder) of \$100 or less will be systematically allocated to the Transferee (New Asset Holder) receiving the largest share proportion of the account assets. If the account is transferred evenly, the dividend/interest income will be systematically allocated to the last transferee paid.
- Acknowledge that Fidelity will not be liable for any loss, expense, or cost arising out of your instructions, provided that it institutes

reasonable procedures to prevent unauthorized transactions.

- Certify that all information provided in this application is true, accurate, and complete.
- You agree to promptly notify Fidelity if and when any beneficial ownership information changes.
- Acknowledge that you will receive a monthly account statement from Fidelity, unless there are no transactions in a particular month. In any case, you will receive a statement quarterly.
- Agree that Fidelity may verify all information provided in connection with this form and account, and may obtain credit or other financial responsibility reports with respect to the Business and any Authorized Individual/Manager/Partner and/or Authorized Entity, as applicable. Upon written request, Fidelity will provide the name and address of the credit reporting agency used.

If requesting EFT:

- Acknowledge that you have read and agree to the Important Information about Electronic Fund Transfer document.
- Authorize Fidelity, upon receiving instructions from you, to make payments of amounts representing redemptions by you or distributions payable to you by initiating credit or debit entries to the bank account identified in Section 6 (Bank), as indicated on the attached "voided" check or deposit slip. You authorize and request the Bank to accept such entries from Fidelity, and to credit or debit, as indicated, your account at the Bank in accordance with these entries.
- Acknowledge that this authorization may only be revoked by providing written notice of revocation to Fidelity, in such time and manner as afford Fidelity and the bank a reasonable opportunity to act upon it.
- Understand that Fidelity may purge unused EFT instructions from your account on a periodic basis without notice to you.
- Understand that Fidelity may terminate the EFT instructions from my account at any time in its sole discretion.

Form continues on next page. ►►

12. Resolutions

Certified Copy of Certain Resolutions Adopted by the Governing Body of the Business Whereby the Establishment and Maintenance of Trading Accounts Have Been Authorized

RESOLVED:

FIRST: That the individual(s) listed on this application hereby are authorized and empowered, for and on behalf of this Business (herein called the "Business"), to establish, maintain, and act on this account (which may be a margin account), and each of them hereby is authorized and empowered for and on behalf of this Business, with Fidelity Brokerage Services LLC and its affiliates (collectively "Fidelity") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short sales), possessing, transferring, exchanging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates, or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give instructions (whether oral, written, electronic, or otherwise) to Fidelity with respect to said transactions; to borrow money and securities and to borrow such money and securities from or through Fidelity, and to secure repayment thereof with the property of the Business; to bind and obligate the Business and for the carrying out of any contract, arrangement, or transaction that shall be entered into by any such officer and/or agent for and on behalf of the Business with or through Fidelity; to pay by checks and/or drafts drawn upon the funds of the Business such sums as may be necessary in

connection with any of the said accounts; to deliver securities and contracts to Fidelity; to deliver securities to and deposit funds with Fidelity; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities, to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Business all releases, powers of attorney, and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct Fidelity to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things that any of the said officers and/or agents are hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

SECOND: That Fidelity may deal with any and all of the persons directly or indirectly empowered by the foregoing resolution, as though they were dealing with the Business directly.

THIRD: That the officers of the Business be and hereby are authorized, empowered, and if requested by Fidelity, directed to certify:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by Fidelity, shall be supported by an opinion of the general counsel of the Business, or

other counsel satisfactory to Fidelity) that the Business is duly organized and existing, that its operating documents empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers.

FOURTH: That Fidelity may rely upon any certification given in accordance with these resolutions, as continuing fully effective until and until Fidelity shall receive due written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Business or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

FIFTH: That in the event of any change in the office or powers of persons hereby empowered, the officers of the Business shall certify such changes to Fidelity in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

SIXTH: That the foregoing resolutions and the certificates actually furnished to Fidelity by the Business pursuant thereto be and hereby are made irrevocable until written notice of the revocation thereof shall have been received by Fidelity.

SEVENTH: That the Business and its officers indemnify and hold Fidelity harmless from any claim, loss, expense, or other liability for effecting any transactions and acting upon any instructions given by the officers of the Business.

Form ends here. ►►



Required supporting documentation and signatures needed to open your account:

- Corporation (including corporations taxed as a C-Corp., S-Corp.)
 - ALL Authorized Individuals must provide his or her information in Sections 2 and 3 and must sign this application, AND a certifying officer, other than those listed in Sections 2 and 3, must sign this application, unless there are no other officers of the corporation aside from those listed.
 - Imprint a Corporate Seal in the space provided OR include a copy of the filed Articles of Incorporation with this application. A copy of the Articles of Incorporation is required if this is a foreign corporation.
- LLC (including LLC taxed as C-Corp., S-Corp., Partnership, or Sole Proprietorship).
 - ALL Managers authorized by agreement to transact business on the behalf of the LLC must provide his or her information in Sections 2 and 3 and sign this application. If Member-Managed, then all Members must sign.
 - Legal documentation (such as an Operating Agreement) identifying the name of the LLC, by whom the LLC is managed, and signatures, along with proof of filing with a state or foreign country.
- Partnership
 - ALL General Partners authorized by agreement to transact business on behalf of the Partnership must provide his or her information in Sections 2 and 3 and sign this application. If there are no General Partners, all Partners must sign.
 - The pages from the body of the partnership document that identify the partnership name, the general partner(s), and the signature page(s) to the agreement.
- Investment Club
 - ALL Investment Club partners that the Investment Club wants to authorize to act on the account must provide his or her information in Sections 2 and 3, and ALL Investment Club partners listed on the supporting document, regardless of whether they will be authorized on the account, must sign this application.
 - The pages from the body of the club agreement document that identify the club name, all club members, and the signature page(s) to the agreement.
- Unincorporated Business (Including Sole Proprietorship)
 - ALL Authorized Individuals must provide his or her information in Sections 2 and 3 and must sign this application, AND a certifying owner or officer, other than those listed in Sections 2 and 3, must sign this application, unless there are no other owners or officers aside from those listed.
 - No additional documentation is needed.

Need additional space? Make a copy of the relevant section.

Did you sign the application and attach a check or any necessary documents?

Please return your completed application and any necessary attachments.

You will receive a "New Account Profile" confirming that your account(s) is opened.

Questions? Go to [Fidelity.com/openaccount](https://www.fidelity.com/openaccount) or call 800-343-3548.

Regular mail

Fidelity Investments
PO Box 770001
Cincinnati, OH 45277-0002

Overnight mail

Fidelity Investments
100 Crosby Parkway KC1K
Covington, KY 41015

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Trusted Contact Authorization Form

Use this form to designate a primary and alternate trusted contact, that is 18 years or older, for your Fidelity account(s). Do NOT use this form for charitable giving accounts or workplace retirement plans, such as a 401(k). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information or signatures, make a copy of the relevant page.

Helpful to Know

- To prepare yourself and your trusted contact(s) for success, consider choosing someone with whom you are comfortable discussing your health, relationships, loved ones, work, and finances. You may also want to consider selecting someone who isn't currently involved in your financial life, like a beneficiary or power of attorney, to ensure fairness and objectivity.
- This form supersedes any previous trusted contact designations that you may have submitted.
- If you are using this form for an Entity relationship (for ex: a business account), we will assign the Trusted Contact(s) to the Authorized Individual that signs this form.
- If Fidelity has questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect, this form authorizes us to get in touch with the trusted contact(s) and:
 - Provide the trusted contact(s) listed below with information about you and/or your account(s), including notice of a temporary hold, but does not provide him or her with the ability to transact on your account(s).
 - Inquire about your current contact information or health status.
 - Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian or conservator, executor, or trustee).

1. Account Owner

First Name	Middle Name	Last Name
Social Security or Taxpayer ID Number		

2. Accounts Included

- Check only one.
- ALL eligible accounts associated with the above Social Security or Taxpayer ID Number > Skip to Section 3.
- ONLY the account(s) listed below:

Fidelity Account Number	Fidelity Account Number	Fidelity Account Number
Fidelity Account Number	Fidelity Account Number	Fidelity Account Number

3. Primary Trusted Contact *Name, email, phone, and address are all required.*

The trusted contact **MUST** be someone other than the individual listed in Section 1. Do not provide the account owner's information here.

First Name	Middle Name	Last Name
Email		Relationship to Owner (Spouse, Child, Parent, Sibling, Friend, Other)
Primary Phone	<input type="checkbox"/> Mobile Number	Secondary Phone
		<input type="checkbox"/> Mobile Number

Legal/Permanent Address

This cannot be a PO box, mail drop, or c/o.

Street Address			
City	State/Province	ZIP/Postal Code	Country

Form continues on next page. >>



4. Alternate Trusted Contact *Name, email, phone, and address are all required.*

The trusted contact **MUST** be someone other than the individuals listed in Sections 1 and 3. Do not provide the account owner's information here.

First Name	Middle Name	Last Name	
Email		Relationship to Owner (Spouse, Child, Parent, Sibling, Friend, Other)	
Primary Phone	<input type="checkbox"/> Mobile Number	Secondary Phone	<input type="checkbox"/> Mobile Number

Legal/Permanent Address

This cannot be a PO box, mail drop, or c/o.

Street Address			
City	State/Province	ZIP/Postal Code	Country

5. Signature and Date *Form cannot be processed without your signature and date.*

By signing below, you:

- Authorize Fidelity to communicate with your trusted contact(s) and disclose information about designated accounts to address possible financial exploitation or confirm specifics about your current contact information, your health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted.
- Understand that this does not authorize your trusted contact(s) to separately access or transact on your account(s).
- Understand that you may identify multiple trusted contacts on this form, provided they are 18 years or older.
- Understand that this trusted contact designation is optional and you may withdraw it at any time by notifying Fidelity in writing to one of the business addresses listed below.
- Understand that you may change your trusted contact(s) at any time by completing a new form.
- Certify that all information provided in this form is true, accurate, and complete.
- Acknowledge that we may remove any trusted contact from any account, at any time or for any reason.

PRINT OWNER/AUTHORIZED INDIVIDUAL NAME	
OWNER/AUTHORIZED INDIVIDUAL SIGNATURE	DATE MM/DD/YYYY
SIGN X	X

<p>Did you sign the form? Send the ENTIRE form to Fidelity.</p> <p>Questions? Go to Fidelity.com/trustedcontact or call 800-343-3548.</p>	<p>Regular mail Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002</p>	<p>Overnight mail Fidelity Investments 100 Crosby Parkway KC1K Covington, KY 41015</p>
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On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 802990.3.0 (06/20)



Important Information about Electronic Funds Transfer (EFT)

Keep this information for your records.

Privacy Statement

You understand that Fidelity will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with a government agency or court order, or
- (iv) If you give Fidelity your written permission, or
- (v) For other purposes in accordance with Fidelity's privacy statement

Fees

There is no fee to use the EFT service, although your financial institution may charge transaction fees.

Limitations for EFTs

There may be a four-day period after Fidelity processes your request to establish EFT, during which the service will be unavailable to transfer funds to or from your bank account. The minimum amount for EFTs initiated on *Fidelity.com* is \$10 (or with respect to a Fidelity mutual fund account, the fund minimum). In most cases, EFTs initiated on *Fidelity.com* are subject to a maximum cumulative daily amount of \$100,000 for transfers out of your Fidelity account, and \$250,000 for deposits into your Fidelity account. Transfers out of your Fidelity account initiated on *Fidelity.com* are typically limited to three per day.

Brokerage Account Minimum Balances

There is no minimum account balance to process an EFT transaction; however, your core account must have adequate funds to cover a redemption.

Mutual Fund Account Minimum Balances

There is no minimum account balance to process an EFT transaction; however, you must have an adequate balance in your mutual fund position to cover a redemption.

Business Days

For purposes of EFTs, Fidelity's business days are Monday through Friday. Bank and New York Stock Exchange holidays are not included.

Documentation Periodic Statement

You will receive a monthly account statement from Fidelity, unless there are no transactions in a particular month. In any case, you will receive a statement quarterly.

Direct Deposits

If you have arranged to have direct deposits made to your Fidelity Account or Fidelity Mutual Fund Account, at least once every sixty (60) days from the same person or company, you can call Fidelity at 800-343-3548 to find out whether or not the deposit has been made.

Special Disclosure for Covered Transfers

In general, your use of the EFT service for transfer of funds electronically other than those for which the primary purpose is the purchase or sale of securities ("Covered Transfers") is covered under the Electronic Funds Transfer Act and the Bureau of Consumer Financial Protection's Regulation E and related laws and regulations. The following terms and disclosures apply to Covered Transfers:

Unauthorized Transfers

You will tell Fidelity promptly if you believe your password has been lost or stolen or may have been used without your permission. Telephoning Fidelity at the number listed below is the best way of keeping your possible losses down. If you believe your password has been lost or stolen, and you tell Fidelity within two (2) business days after you learn of the loss or theft, you can lose not more than \$50 for Covered Transfers if someone used your password without your permission. If you do NOT tell Fidelity within two (2) business days after you learn of the loss or theft of your password, and Fidelity can prove Fidelity could have prevented any unauthorized use if you had told Fidelity, you could lose as much as \$500. Also, if your statement shows Covered Transfers that you did not make, you will tell Fidelity promptly. If you do not tell Fidelity within sixty (60) days after the first statement was mailed to you, you may not get back any money you lost after sixty (60) days if Fidelity can prove that Fidelity could have stopped someone from taking the money if you had told Fidelity in time. In extenuating circumstances, Fidelity may extend such time periods. Additional protection may be available from Fidelity for specific accounts under certain circumstances.

Stop Payment Procedures

If you have told Fidelity in advance to make regular Covered Transfers out of your Fidelity account, you can stop any of these payments. Here's how: you can call or write to Fidelity using the contact information listed below. Your notice must be made in time for Fidelity to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, Fidelity may, as an additional measure, require you to put your request in writing and get it to Fidelity within fourteen (14) days after you call. **Unless otherwise provided, you may not stop payment of electronic funds transfers; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

Fidelity's Liability for Failure to Make Covered Transfers

If Fidelity does not complete a Covered Transfer to or from your Fidelity account on time or in the correct amount according to Fidelity's agreement with you, Fidelity may be liable for your losses or damages.

However, there are some exceptions. Fidelity will not be liable for instance:

- If, through no fault of Fidelity's, you do not have enough money in your Fidelity account to make the Covered Transfer.
- If the money in your Fidelity account is subject to legal process or other claim restricting such transfer.
- If the transfer would exceed your margin availability, if any.
- If the bank account information you provided to Fidelity when you established the EFT service was incorrect or has subsequently become incorrect.
- If circumstances beyond Fidelity's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by Fidelity.
- If there was a technical malfunction which was known to you at the time you attempted to initiate a Covered Transfer or, in the case of a preauthorized Covered Transfer, at the time the transfer should have occurred.
- There may be other exceptions stated in our agreement with you.

Error Resolution

In the case of errors or questions about your Covered Transfers, you will call or write Fidelity using the contact information listed below, promptly. You will call or write Fidelity if you think your statement is wrong or if you need more information about a Covered Transfer on the statement. **Fidelity must hear from you no later than sixty (60) days after Fidelity sent the FIRST statement on which the problem or error appeared.** You will:

- Tell Fidelity your name and account number.
- Describe the error or the Covered Transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell Fidelity the dollar amount of the suspected error.

If you notify Fidelity orally, Fidelity may require that you send your complaint or question in writing within ten (10) business days. Fidelity will tell you the results of its investigation within ten (10) business days after Fidelity hears from you and will correct any error promptly. If Fidelity needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Fidelity decides to do this, it will credit your account within ten (10) business days for the amount that you think is in error, so that you will have the use of the money during the time it takes Fidelity to complete its investigation. If Fidelity asks you to put your request or question in writing and it does not receive it within ten (10) business days, or if your account is a brokerage account subject to Regulation T of the Board of Governors of the Federal Reserve System (Credit By Brokers and Dealers, 12 CFR 220), Fidelity may not credit your account. For questions involving new accounts, point of sale or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. With respect to new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Fidelity will inform you of the results of its investigation within three (3) business days of its completion. If Fidelity decides that there was no error, Fidelity will send you a written explanation. You may ask for copies of the documents that Fidelity used in the investigation.

Contact Information

Fidelity Investments
PO Box 770001
Cincinnati, OH 45277

Phone: 800-343-3548

Representatives are available 24 hours per day, seven days per week, to take your call.

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Backup Withholding Exemption Codes

Use the codes below to populate the Tax Exemption Code field in the Account Registration section of applicable new account applications. The following is an excerpt from the IRS Form W-9. For more information, visit www.irs.gov/formspubs.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

The following codes identify payees that are exempt from backup withholding:

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 The United States or any of its agencies or instrumentalities
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 A corporation
- 6 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 A real estate investment trust
- 9 An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 A common trust fund operated by a bank under section 584(a)
- 11 A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13 A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Payments over \$600 required to be reported	Generally, exempt payees 1 through 5