

ALTUS SCHOOLS SOUTHERN CALIFORNIA

DBA –AUDEO CHARTER SCHOOL II ▪ AUDEO VALLEY CHARTER

ALTUS SCHOOLS EAST COUNTY ▪ ALTUS SCHOOLS NORTH COUNTY ▪ ALTUS SCHOOLS SOUTH BAY ▪ MIRUS SECONDARY

(A California Non-Profit Public Benefit Corporation)

Wayland Myers – Chairman

Chris Gordon - Member, Jim Herr – Member, Cristina Stevens - Member

REGULAR BOARD OF DIRECTORS MEETING

Thursday, February 27, 2025, 1:00 p.m.

Via Teleconference at

512 Via De La Valle, Suite 208, Solana Beach, CA 92075, 9655 Granite Ridge Road, Suite 100, San Diego, 92123,
4179 Middlesex Drive, San Diego, CA 92116, 2901 Gibson Street, Bakersfield, CA 93308

and at

North Carlsbad RC 3821 Plaza Drive Suite 401, Oceanside, CA 92056, South Carlsbad RC 6965 El Camino Real, Suite 202, Carlsbad, CA 92009,
and Escondido RC 200 E. Via Rancho Parkway, Suite 143, Escondido, CA 92025, and Audeo Valley RC 27130 Eucalyptus Avenue, Suite A,
Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, CA 92020, La Mesa RC 5975 Severin Drive, La Mesa, CA 91942,
Paradise Valley RC 123 Worthington Street, Suite 104, Spring Valley, CA, 91977 and Main Street RC 16967 Main Street, Suite 108, Hesperia, CA
92345, Palm Desert RC 72840 Highway 111, Palm Desert, CA 92260, Topaz RC 14135 Main Street, Suite 203, Hesperia, CA 92345 and Bonita
RC 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E.
Palomar Steet, Suite 202, Chula Vista, CA 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, CA 91950

Access to the live video conference will be accessible prior to the start of the meeting at

Audeo II: <https://audeo2.com/board-and-governance/>

Audeo Valley: <https://audeovalley.com/board-and-governance/>

East County: <https://grossmontsecondarycharter.com/board-and-governance/>

North County: <https://audeo3.com/board-and-governance/>

South Bay: <https://sweetwatersecondarycharter.com/board-and-governance/>

Mirus: <https://miruscharter.com/board-of-directors/>

This agenda contains a brief, general description of each item to be considered.

Except as otherwise provided by law, no action shall be taken on any item not appearing in the following agenda.

1.0 OPEN SESSION

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Establishment of Quorum
- 1.4 Pledge of Allegiance
- 1.5 Approval of Agenda [P.1-4](#)

2.0 PUBLIC COMMENT

Public comment for items of interest to the public and within the scope of the Altus Schools Southern California Board (non-agenda) shall be no longer than two (2) minutes. Public comment for agenda items shall be no longer than three (3) minutes. Speakers may not yield their time. In meetings held over Zoom, any person who wishes to make a comment on either non-agenda or agenda items shall use the “Raise Hand” feature of Zoom to notify the Board. In accordance with the Brown Act, no discussion or action may occur at this time, but it is the Board’s prerogative to respond or give direction to staff. All public comments will be heard at this point in the agenda as ordered below. Each agenda item being commented on will have a maximum of 20 minutes allotted and each non-agenda item will have a maximum of 10 minutes allotted. If necessary, the Board Chair may equivalently decrease the time for each speaker in order to stay within the allotted maximum.

- 2.1 Non-Agenda Public Comment
- 2.2 Agenda Public Comment

3.0 PUBLIC HEARING - Time Certain 1:05 p.m., or soon thereafter

The Governing Board of Directors encourages participation by parents, teachers, and members of the community interested in the affairs of Altus Schools North County.

3.1 Altus Schools North County

- 3.1.1 Public Hearing for the Palomar Community College District College and Career Access Pathways A Dual Enrollment Partnership Agreement 2025-2028 with Altus Schools North County [P.5-47](#)

4.0 CLOSED SESSION**4.1 Board Chairman Announcement Regarding Closed Session Items**

- 4.1.1 Conference With Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of section 54956.9 (one case)
- 4.1.2 Conference with Labor Negotiators
Agency Designated Representative: Board Chair
Unrepresented Employee: Superintendent School Services and Founder
- 4.1.3 Conference with Labor Negotiators
Agency Designated Representative: Board Chair
Unrepresented Employee: Chief Business Officer, Chief Financial Officer/Treasurer and Founding Director
- 4.1.4 Conference with Labor Negotiators
Agency Designated Representative: Board Chair
Unrepresented Employee: Deputy Superintendent School Services and Founding Director

4.2 Public Comment on Closed Session Items**MOVE TO CLOSED SESSION****5.0 RETURN TO OPEN SESSION**

- 5.1 Report out of action taken in closed session, if any.

6.0 ADMINISTRATIVE ITEMS

- 6.1 Review and Consider Approval of Board Resolution No. 2025022701, Establishing a 401(a) Defined Contribution Plan and a 415(m) Excess Benefit Plan [P.48](#)
- 6.2 Review and Consider Approval of the Amendment to the Employment Agreement of Superintendent School Services and Founder
- 6.3 Review and Consider Approval of the Amendment to the Employment Agreement of Chief Business Officer, Chief Financial Officer/Treasurer and Founding Director
- 6.4 Review and Consider Approval of Compensation Comparability Study for Deputy Superintendent School Services and Founding Director
- 6.5 Required Oral Report Regarding Deputy Superintendent School Services and Founding Director Employment Agreement
- 6.6 Review and Consider Approval of Employment Agreement for Deputy Superintendent School Services and Founding Director
- 6.7 Governance Parental Representative Posting 2025-2026 on Respective School Webpages and Resource Centers on January 10, 2025. Deadline to Submit Application: April 9, 2025
 - 6.7.1 Audeo Charter School II [P.49](#)
 - 6.7.2 Audeo Valley Charter School [P.50](#)
 - 6.7.3 Altus Schools East County [P.51](#)
 - 6.7.4 Altus Schools North County [P.52](#)
 - 6.7.5 Altus Schools South Bay [P.53](#)

- 6.7.6 Mirus Secondary School [P.54](#)
- 6.8 California Fair Political Practices Commission Statement of Economic Interest – Form 700 Annual Filing [P.55-78](#)
- 6.9 Superintendent School Services and Founder’s Report
 - 6.9.1 Consideration and Approval of the Live Well San Diego Partnership with Audeo Charter Schools II, Altus Schools East County, Altus Schools North County, Altus Schools South Bay Board Resolution 2025022702 [P.79-80](#)
 - 6.9.2 Consideration and Approval of the Palomar Community College District College and Career Access Pathways A Dual Enrollment Partnership Agreement 2025-2028 with Altus Schools North County [P.5-47](#)
 - 6.9.3 Mid-Year Update to the Local Control and Accountability Plan (LCAP) and the Local Control Funding Formula Budget Overview for Parents Presentation by Tim Tuter
 - 6.9.3.1 Audeo Charter School II
 - 6.9.3.2 Audeo Valley Charter School
 - 6.9.3.3 Altus Schools East County
 - 6.9.3.4 Altus Schools North County
 - 6.9.3.5 Altus Schools South Bay
 - 6.9.3.6 Mirus Secondary School
- 6.10 Strategic Plan Update
 - 6.10.1 School Productivity Indicators
 - 6.10.1.1 Audeo Charter School II [P.81-83](#)
 - 6.10.1.1.1 School Participation Report for the Period of 2024- 2025 Months 4-6: 09/23/2024 – 12/13/2024
 - 6.10.1.2 Audeo Valley Charter [P.84-86](#)
 - 6.10.1.2.1 School Participation Report for the Period of 2024- 2025 Months 4-6: 09/23/2024 – 12/13/2024
 - 6.10.1.3 Altus Schools East County [P.87-89](#)
 - 6.10.1.3.1 School Participation Report for the Period of 2024- 2025 Months 4-6: 09/23/2024 – 12/13/2024
 - 6.10.1.4 Alus Schools North County [P.90-92](#)
 - 6.10.1.4.1 School Participation Report for the Period of 2024- 2025 Months 4-6: 09/23/2024 – 12/13/2024
 - 6.10.1.5 Altus Schools South Bay [P.93-95](#)
 - 6.10.1.5.1 School Participation Report for the Period of 2024- 2025 Months 4-6: 09/23/2024 – 12/13/2024
 - 6.10.1.6 Mirus Secondary [P.96-98](#)
 - 6.10.1.6.1 School Participation Report for the Period of 2024- 2025 Months 4-6: 09/23/2024 – 12/13/2024

7.0 CONSENT AGENDA

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Superintendent School Services and Founder recommends approval of all consent agenda items.

7.1 Consent Action Items for Audeo Charter School II, Audeo Valley Charter, Altus Schools East County, Altus Schools North County, Altus Schools South Bay, and Mirus Secondary for Each School

- 7.1.1 Consideration and Approval of Board Meeting Minutes for December 5, 2024, and January 27, 2025 [P.99-106](#)
- 7.1.2 Consideration and Approval of Amendments to Suspension and Expulsion Policy 3110 and Procedures [P.107-127](#)

8.0 ACTION ITEMS

8.1 Actions Items for Audeo Valley Charter

- 8.1.1 Consideration and Approval of Certification of Signatures of Persons Authorized to Sign Contracts, Financial Statements/Reports, Checks and Orders Drawn on the Funds of the School **P.128**

9.0 BOARD ANNOUNCEMENTS AND COMMENTS

From time to time, the Board has topics of interest that they would like to share with the community. These are informational in nature and do not require action.

10.0 ADJOURNMENT

Next Special Board Meeting: Thursday, March 6, 2025, 1:00 pm

Meeting Agenda available at:

www.audeo2.com, audeo3.com, audeovalley.com, grossmontsecondarycharter.com, miruscharter.com, sweetwatersecondarycharter.com

Accommodation –Altus Schools Southern California Board does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Angela Neri, has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings. Please notify Angela Neri at (858) 678-2045 twenty-four (24) hours or more prior to disability accommodations being needed in order to participate in the meeting. Translation services are available by notifying Angela Neri at (858) 678-2045 twenty-four (24) hours or more prior to the board meeting. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting may be viewed at 3252 Bonita Road, Chula Vista, CA 91910; or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Angela Neri at (858) 678 -2045.

Certification of Posting

I, Angela Neri, hereby certify that this agenda is posted at the Altus Schools Southern California Resource Centers and Offices noted on this agenda and has been posted on the Altus Schools Audeo Charter School II, Audeo Valley Charter, Altus Schools East County, Altus Schools North County, Altus Schools South Bay, and Mirus Secondary respective webpage's on February 20, 2025.

Altus Schools Southern California

DBA

Audeo Charter School II ▪ Audeo Valley Charter School

Altus Schools East County ▪ Altus Schools North County ▪ Altus Schools South Bay ▪ Mirus Secondary

February 18, 2025

ALTUS SCHOOLS NORTH COUNTY NOTICE OF PUBLIC HEARING

The Audeo Charter School Non-Profit Board of Directors Hereby Gives Notice that a Public Hearing will be held as follows:

TOPICS OF HEARING:

**Palomar Community College District College and Career Access
Pathways A Dual Enrollment Partnership Agreement 2025-2028
with Altus Schools North County**

Copies may be inspected at the meeting or:
3252 Bonita Road, Chula Vista, CA 91910

HEARING DATE: Thursday, February 27, 2025

TIME: *1:05 p.m., or soon thereafter as such item may be heard

LOCATION: 3252 Bonita Road, Chula Vista, CA 91910 or at
Altus Schools North County Resource Center and/or via the following
link below
Audeo North County: <https://audeo3.com/board-and-governance/>

* The public, open session of the Altus Schools Southern California Board Meeting will begin at 1:00 p.m.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2025 - 2028**

This College and Career Access Pathways Partnership Agreement (CCAP) (hereinafter referred to as “Agreement”) is between Palomar Community College District (hereinafter referred to as “PALOMAR”) and Altus Schools North County (hereinafter referred to as “ALTUS”).

WHEREAS, the mission of PALOMAR includes providing educational programs and services that are responsive to the needs of the students and communities within the Palomar Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students who do not complete college credit while enrolled in high school; and

WHEREAS, Education Code § 76004(a) mandates that the CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who are underrepresented in higher education, first-generation or low-income with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

WHEREAS, Education Code § 76004(d) requires that PALOMAR shall not provide physical education course opportunities to high school students as a part of a CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of the aforementioned goals; and

WHEREAS, PALOMAR may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus during the regular school day, or immediately before or after school, and the college course is offered pursuant to the CCAP Partnership Agreement; and

WHEREAS, for the purposes of this Agreement, dual enrollment is defined as an instructor (herein referred to as instructor), approved through PALOMAR’S minimum qualifications processes and hired using the established Palomar College faculty hiring practices and department policies, teaching the college course online or in a closed campus setting on ALTUS campus location(s);

NOW THEREFORE, PALOMAR and ALTUS agree as follows:

1. TERMS OF AGREEMENT

- 1.1. The term of this Agreement shall be for three years, beginning on July 1, 2025 and

ending on June 30, 2028, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 16 (Cancellation and Termination) of this Agreement.

- 1.2. This Agreement outlines the terms of the CCAP. Education Code § 76004(c)(1) requires that this Agreement shall specify additional details regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by PALOMAR for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. This Agreement shall also establish protocols for the following: information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and one parental consent form and one application for the duration of high school for students participating in a CCAP Agreement.
- 1.3. Appendix A in this Agreement shall identify a point of contact for PALOMAR and ALTUS as required by Education Code § 76004(c)(2).
- 1.4. Education Code § 76004(c)(3) requires that a copy of this Agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership.
- 1.5. Education Code § 76004(b) requires that the governing board of each district (PALOMAR and ALTUS), at an open public meeting of that board, shall present the CCAP, take comments from the public, and approve or disapprove the proposed Agreement.
- 1.6. All PALOMAR courses offered at ALTUS must be approved in accordance with the policies and guidelines of PALOMAR and applicable laws.

2. CERTIFICATIONS

- 2.1. This Agreement certifies that any PALOMAR instructor teaching a course on ALTUS campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.
- 2.2. This Agreement certifies that any community college instructor teaching a course at ALTUS has not displaced or resulted in the termination of an existing ALTUS teacher.
- 2.3. This Agreement certifies that a qualified ALTUS teacher teaching a course offered for college credit at ALTUS has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

- 2.4. Education Code § 76004(k) mandates that PALOMAR ensure the following:
 - A community college course offered for college credit at the participating ALTUS does not reduce access to the same course offered at PALOMAR.
 - This Agreement is consistent with the core mission of PALOMAR pursuant to Education Code § 66010.4, and ensures that students participating in this Agreement will not lead to displacement of otherwise eligible adults at PALOMAR.
- 2.5. Per Education Code § 76004(n), any pre-transfer level college course taught by PALOMAR instructors at ALTUS shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by ALTUS.
- 2.6. Remediation courses as an intervention in the students' junior or senior year to ensure that the students are prepared for college-level work upon graduation shall involve collaborative effort between ALTUS and PALOMAR.
- 2.7. Education Code § 76004(l) mandates that ALTUS and PALOMAR comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement course offered for high school credit.

3. RESPONSIBILITIES OF EACH PARTY

- 3.1. Education Code § 76004(c)(2) requires that PALOMAR and ALTUS shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between PALOMAR and ALTUS in conformity with PALOMAR policies and standards.
- 3.2. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records, subject to federal and state privacy statutes.
- 3.3. Permanent records of student enrollment, attendance, grades and achievement will be maintained by PALOMAR for students who enroll in a course offered as part of this Agreement. Permanent records of student attendance, grades and achievement for ALTUS students shall be maintained by ALTUS.
- 3.4. Education Code § 76004(u)(1) requires that an annual report be submitted to the California Community Colleges Chancellor's Office by PALOMAR and ALTUS on the following information as specified in Appendix B of this agreement:
 - The total number of high school students and community college courses by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses enrolled in by CCAP students by course category and type, and by school site.

- The total number and percentage of successful course completions of CCAP students by course category and type, and by school site.
 - The total number of FTES generated by CCAP students.
 - The total number of FTES generated by online CCAP students.
- 3.5. ALTUS will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all ALTUS students. The parties understand that such equipment and materials are ALTUS's sole property. The total cost of books and instructional materials for ALTUS students who enroll in a PALOMAR course offered as part of this Agreement will be specified in Appendix B. Costs will be approved by ALTUS prior to offering the courses.
- 3.6. PALOMAR will provide ALTUS personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student placement, outreach/recruitment activities, and compliance with PALOMAR policy and procedures and academic standards.
- 3.7. ALTUS shall certify that students participating in this Agreement shall have no less than 64,800 annual instructional minutes required of charter schools to complete a minimum school year except for an early college high school, a middle college high school or a continuation high school as pursuant to Education Code § 47612.5.
- 3.8. PALOMAR will be the employer of record for purposes of assignment monitoring and reporting for PALOMAR employees.
- 3.9. Per Education Code §76004 (k), PALOMAR will ensure that courses offered for college credit at the partnering high school campus do not reduce access to the same course offered at the community college campus and will not lead to enrollment displacement of eligible adults at the community college. Courses must be in alignment with the core mission of the community college per Education Code §66010.4. The following procedure will be implemented:
- Sections at the community college will not be reduced when scheduling dual enrollment classes.
 - Dual enrollment programs will be allocated sections over and above existing department allocations.
 - Before scheduling courses, enrollment patterns for the last 3 to 4 equivalent semesters will be analyzed to ensure that offered dual enrollment courses are not displacing adults at the community college.

4. CCAP AGREEMENT COURSES

- 4.1. A list of courses offered as part of a CCAP Agreement either at PALOMAR or ALTUS shall be jointly reviewed and approved for offering at ALTUS. The course outline of record is determined and reviewed by Palomar College faculty via the curriculum

procedure at Palomar College.

- 4.2. ALTUS shall follow the PALOMAR Instructional Annual Schedule Preparation document outlining implementation timelines for courses (Exhibit “A” Instructional Annual Schedule Preparation). Planning is recommended to start one year prior to the intended semester start.
- 4.3. PALOMAR is responsible for all college courses and educational programs offered as part of this Agreement, whether or not the course and educational program is offered on site at ALTUS or at PALOMAR.
- 4.4. The scope, nature, time, location, and listing of courses offered under this Agreement shall be recorded in Appendix B, Education Program and Courses and Books.
- 4.5. PALOMAR may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day, or immediately before or after school, and the community college course is offered pursuant to a CCAP Agreement per Education Code § 76004(o)(1).
- 4.6. Per Education Code § 76004(d), PALOMAR shall not provide, as a part of this CCAP or dual enrollment agreement, physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 4.7. Degree and certificate programs included in this CCAP agreement must be approved by the California Community College Chancellor’s Office, and courses that make up the programs must be part of the approved programs, unless PALOMAR has received delegated authority to approve those courses separately.
- 4.8. Courses offered as part of this Agreement at ALTUS shall be listed in PALOMAR’s catalog with the same department designations, course descriptions, numbers, titles, and credits. Courses offered as part of this Agreement at ALTUS shall adhere to the official course outline of record and the student learning outcomes established by the associated PALOMAR academic department.
- 4.9. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to PALOMAR.
- 4.10. Courses offered as part of this CCAP Agreement at ALTUS shall be of the same quality and rigor as those offered on PALOMAR’s campus and shall be in compliance with PALOMAR’s academic standards.

5. PARTICIPATING STUDENTS

- 5.1. ALTUS shall determine the ability of students to benefit from courses in this Agreement. Criteria shall be based on academic readiness and the alignment of course content to student learning, educational goals, and career goals.
- 5.2. Eligible students may include groups underrepresented in higher education such as first-time college students, low-income students, students who are current or former foster youth, homeless students, students with disabilities, students with dependent children or those who may not already be college bound.
- 5.3. High school students enrolled at a community college as special part-time students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per as long as the units constitute no more than four community college courses per term, are part of an academic program that is part of this Agreement, and are designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed Code § 76004(p)). A K12 Special Admissions Unit petition will be required if a student is taking more than 7 units in fall or spring and more than 5 units in the summer.
- 5.4. High school students enrolled in courses offered through this Agreement classified as a special part-time (PALOMAR) student shall be exempt from community college fee requirements including student representation fee, nonresident tuition fees, transcript fees, course enrollment fees, apprenticeship course fees, and child development center fees. (Ed Code § 76004(q)).
- 5.5. High school students enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code § 49010, including textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.6. Students enrolled in PALOMAR courses offered as part of this Agreement at ALTUS shall be held to the same standards of achievement, academic integrity (Exhibit “B” Academic Integrity), grading, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “C” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 5.7. Students enrolled in PALOMAR courses must follow PALOMAR’s process when requesting an official PALOMAR transcript.
- 5.8. Students enrolled in courses offered as part of this Agreement will be directed to the official PALOMAR catalog for information regarding applicable policies and procedures.
- 5.9. Students enrolled in courses offered as part of this Agreement are responsible for adhering to dates and deadlines set forth by PALOMAR Enrollment Services.

- 5.10. Students can submit a concern about faculty as outlined on PALOMAR's Student Life and Leadership website (Exhibit "D" Student Complaints and Student Grievances).

6. ENROLLMENT AND REGISTRATION

- 6.1. Enrollment and registration procedures for students participating in this Agreement shall be in compliance with guidelines set forth in applicable law and PALOMAR policy.
- 6.2. Per Education Code § 76004(g), PALOMAR shall assign priority course registration to a student seeking to enroll in a community college course in this Agreement that is equivalent to the priority assigned to a student attending middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001(e).
- 6.3. Registration shall be open to all eligible ALTUS students as part of this Agreement who have been admitted to PALOMAR and who have met all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by PALOMAR and shall be in compliance with applicable law and PALOMAR policy.
- 6.4. PALOMAR will be responsible for processing student applications and will provide the necessary enrollment and registration forms and procedure.
- 6.5. PALOMAR and ALTUS will jointly ensure that each applicant accepted has met all the enrollment and registration requirements. Successful enrollment and registration requires that each participating student complete PALOMAR'S application for admission and K-12 Special Admission Approval form requiring parental consent for students to enroll in courses. ALTUS, parent, and student signatures are required on the K-12 Special Admission Approval form.
- 6.6. Students who withdraw from courses offered as part of this Agreement will not receive college credit. Students must comply with and submit all appropriate information and paperwork by published deadlines. Transcripts will be annotated according to PALOMAR policy.
- 6.7. A course dropped by PALOMAR's "no notation" deadline, before the first 20% of the course, will not appear on ALTUS or PALOMAR transcript. Courses dropped after the no notation deadline will result in a "W" on the PALOMAR transcript. Extenuating circumstances will be addressed on a case-by-case basis with documentation provided by ALTUS.
- 6.8. Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official PALOMAR transcript. Students may submit a request for Pass/No Pass grading up to the day prior to the last day of instruction. Students are

advised to meet with a college and high school counselor for information on Pass/No Pass grading.

7. STUDENT SUPPORT SERVICES

- 7.1. ALTUS personnel, working in consultation with PALOMAR Disability Resource Center (DRC) counselors, will identify accommodations for students with Individual Education Plans or 504 plans participating in this Agreement. ALTUS will communicate accommodations to instructors participating in this agreement. ALTUS and PALOMAR will mutually agree upon protocol for facilitation of accommodations.
- 7.2. PALOMAR instructors will be responsible for the implementation of approved accommodations detailed in a PALOMAR DRC-issued Accommodation Letter provided to the student. When possible, ALTUS personnel will assist.
- 7.3. Both PALOMAR and ALTUS will ensure that ancillary and support services, such as counseling and guidance, placement services, and tutoring, are accessible to students.

8. INSTRUCTORS

- 8.1. As set forth in Title 5, CCR § 53410, all instructors teaching PALOMAR courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California Community College and as listed with PALOMAR Human Resource Services and hired using the established Palomar College faculty hiring practices and department policies.
- 8.2. Instructors teaching PALOMAR courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 8.3. Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with PALOMAR guidelines, policies, pertinent statutes, and regulations.
- 8.4. Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.
- 8.5. Instructors must teach the college course in a manner consistent with the approved course outline of the record from PALOMAR. Students shall be held to the same standards of achievement, academic integrity (Exhibit “B” Academic Integrity) grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.),

and behavioral standards (Exhibit “C” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.

- 8.6. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Agreement and submit for approval to ALTUS. ALTUS understands that no equipment or materials fee may be charged to students per Education Code § 49011.
- 8.7. Instructors are not required to provide fundamental modifications to a course for students participating in this Agreement with Individual Education Plans or 504 plans. ALTUS will communicate accommodations to instructors participating in this agreement.
- 8.8. Instructors will be evaluated by Palomar College faculty as outlined in Article 17 of Palomar College’s collective bargaining agreement (Exhibit “E” Article 17, Student Complaints and Student Grievances).
- 8.9. Instructors will have academic freedom rights as outlined by Article 3 of Palomar College’s collective bargaining agreement (Exhibit “F” Article 3, Academic Freedom).

9. FACILITIES

- 9.1. ALTUS will provide adequate classroom space at its facilities, or other mutually agreed upon locations, for instruction and do so without charge to PALOMAR or students. ALTUS agrees to clean, maintain, and safeguard ALTUS's premises. ALTUS warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 9.2. Palomar facilities may be used subject to mutual agreement by the parties, as expressed in Appendix B of this Agreement.

10. STATE APPORTIONMENT

- 10.1. PALOMAR certifies that it does not receive full compensation from any public or private agency, individual, or group for the direct education costs for the courses offered as part of this Agreement.
- 10.2. ALTUS certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 10.3. Education Code § 76004(s) mandates that a district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. ALTUS agrees and

acknowledges that PALOMAR will claim apportionment for the students enrolled in courses under this Agreement.

- 10.4. PALOMAR shall include the students enrolled in a CCAP Agreement course in its report of FTES for purposes of receiving state apportionments when the course complies with current requirements for dual enrollment under applicable California law.
- 10.5. Education Code § 76004(o)(2) mandates that a community college district conducting a closed course on a high school campus shall be credited with those units of FTES attributable to the attendance of eligible high school students for purposes of allowances and apportionments from Section B of the State School Fund.
- 10.6. Per Education Code § 76004(t)(1), the attendance of a high school student at PALOMAR as a special part-time or full-time student pursuant to this section is authorized attendance for which PALOMAR shall be credited or reimbursed pursuant to Education Code §§ 48802 or 76002, provided that ALTUS has not received reimbursement for the same instructional activity.
- 10.7. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement shall continue to apply, including as prescribed by Title 5 Regulations, CCR § § 58003.1 et seq., 58020 et seq., 58030, and 59020 et seq.

11. PROTOCOLS FOR INFORMATION SHARING

- 11.1. PALOMAR and ALTUS understand and agree that education records of students participating in this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. PALOMAR and ALTUS agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076).
- 11.2. Information sharing between PALOMAR and ALTUS will include the following: any and all admissions, registration, and grade information. Information will be shared between PALOMAR and ALTUS points of contact named in Section II of Appendix A. Information sharing will only be on a legitimate need-to-know basis.

12. INDEMNIFICATION

- 12.1. ALTUS agrees to and shall indemnify, save and hold harmless PALOMAR and its

governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of ALTUS's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of ALTUS, its officers, employees, independent contractors, subcontractors, agents and other representatives

- 12.2. PALOMAR agrees to and shall indemnify, save and hold harmless ALTUS and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of PALOMAR'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of PALOMAR, its officers, employees, independent contractors, subcontractors, agents and other representatives.

13. INSURANCE

- 13.1. PALOMAR shall carry public liability insurance. Insurance covers faculty members and staff of PALOMAR with limits of Professional Liability \$2,000,000/\$4,000,000, paying up to \$2,000,000 for each claim up to a total of \$4,000,000 in any one year during assignment on ALTUS'S premises. Upon execution of this agreement between the respective parties, and prior to placing any students, PALOMAR shall provide ALTUS with certificate of insurance evidencing coverage, which shall name ALTUS as an additional insured.
- 13.2. PALOMAR shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and staff of PALOMAR during assignment at ALTUS's premises. Upon execution of this agreement between the respective parties, and prior to placing any students, PALOMAR shall provide ALTUS with certificate of insurance evidencing coverage.

14. NON-DISCRIMINATION

- 14.1. Neither ALTUS nor PALOMAR shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California or federal law.

15. CANCELLATION AND TERMINATION

- 15.1. Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by March 1 for the following fall semester and by September 1 for the

following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Appendix A of this Agreement.

16. INTEGRATION

- 16.1. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.

17. MODIFICATION

- 17.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

18. SEVERABILITY

- 18.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

19. COUNTERPARTS

- 19.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

ALTUS:

Mary Searcy Bixby
Superintendent Student Services and Founder

Date

PALOMAR:

Ann Jensen
Director Business Services

Date

APPENDIX A

LEGAL AUTHORITY AND ADOPTION, POINTS OF CONTACT, NOTICES

WHEREAS, Education Code § 76004 (b)(2) mandates that the governing board of each partner shall present, take comments from the public, and approve or disapprove the the agreement at an open public meeting,

WHEREAS, Education Code § 76004 (c)(2) requires that the CCAP Agreement identify a point of contact for PALOMAR and ALTUS,

NOW THEREFORE, PALOMAR and ALTUS agree as follows:

1. LEGAL AUTHORITY AND ADOPTION:

- a. PALOMAR and ALTUS may enter into a CCAP agreement that is approved by both PALOMAR and ALTUS within the service area of PALOMAR.
- b. PALOMAR and ALTUS may enter into a CCAP agreement within the service area of another community college if ALTUS either obtains a written denial from the board of the other community college or if the other community college fails to respond to ALTUS's request within 60 days, in accordance with Education Code § 76004 (e)(1).
- c. Governing Board of PALOMAR and ALTUS, at an open public meeting, shall take comments from the public and approve or disapprove the CCAP.
 - i. **ALTUS Board Meeting Date:** February 27, 2025
 - ii. **PALOMAR Board Meetings Date:** DATE
- d. A copy of the CCAP partnership agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership. The Chancellor or Superintendent of Public Instruction may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.
 - i. Date of CCAP submission to the Chancellor's Office: DATE
 - ii. By Whom: Jennifer Finn, Supervisor, Dual Enrollment

2. POINTS OF CONTACT

PALOMAR Point of Contact

Name: Jennifer Finn
 Title: Supervisor, Dual Enrollment
 Phone: (760) 744-1150 ext. 2274
 Email: jfinn@palomar.edu

ALTUS Point of Contact

Name: Allison Fleck
Title: School Coordinator
Phone: (858) 203-4640
Email: afleck@altusschools.net

3. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

PALOMAR

Attn: Tina Recalde, Vice President for Instruction
Attn: Nick Mata, Vice President for Student Services
Palomar Community College District
1140 W. Mission Road
San Marcos, CA 92069

COPY TO:

Attn: Contract Services
Palomar Community College District
1140 W. Mission Road
San Marcos, CA 92069

ALTUS

Attn: Tim Tuter, Deputy Superintendent
10170 Huennekens Street
San Diego, CA 92121

COPY TO:

Attn: Allison Fleck
3252 Bonita Road
Chula Vista, CA 91910

APPENDIX B

EDUCATIONAL PROGRAM AND COURSES, ABILITY TO BENEFIT, AND BOOKS

Per Education Code § 76004 (c) (1), the CCAP partnership agreement shall outline the terms of the CCAP partnership, and shall include, but not be limited to, the total number of high school students to be served, the total number of full-time equivalent students projected to be claimed by PALOMAR, the scope, nature, time, location, and listing of community college courses to be offered, and the criteria to assess the ability of students to benefit. Books and instructional materials are also specified below.

1. EDUCATIONAL PROGRAM AND COURSES

(Insert CO Table)

Number of Courses	Course Department Name and Number (E.g. ENGL 1A)	CB02 - Course Title (E.g. College Composition)	Units (E.g. 4.00)	Time (E.g. 9-10:15am)	Day(s) (E.g. TTH)	Term (E.g. Fall 2024, Spring 2025)	Location (E.g. College Campus Name or School Name)	(1) In-person Synchronous (2) Hybrid = In-person & Online Synchronous (3) Online Asynchronous (4) Online Synchronous	of Course Sections to be offered	Total Number of Students	Estimated FTEs to be claimed	Pathway Aligned (E.g. CTE, Preparation for Transfer, Improving HS graduation, College and Career Readiness)
Course 1												
Course 2												
Course 3												
Course 4												
Course 5												
Course 6												
Course 7												
Course 8												
Course 9												
Course 10												

2. CRITERIA FOR ABILITY TO BENEFIT

In consultation with their ALTUS counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned a Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. PALOMAR identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

3. BOOKS AND INSTRUCTIONAL MATERIALS

ALTUS will cover the total cost of books and instructional materials for students participating in this CCAP agreement. Every effort will be made to use the same textbook or zero-textbook-cost (ZTC) materials throughout the agreement, though exceptions may apply.

COURSE	TEXTBOOK, EDITION	AUTHOR

EXHIBIT “A”

INSTRUCTIONAL ANNUAL SCHEDULE PREPARATION

PALOMAR COLLEGE ANNUAL SCHEDULE PREPARATION

Milestone	TASK	Summer *SEP 1 – JAN 15	Fall *OCT 10 – APR 21	Spring *MAR 15 – JUL 21	Annual Review *JUL 22 – SEP 6
PLANNING					
	PRIOR YEAR ANALYSIS				3 rd Fri JUL – 1 st Fri SEP
	EXECUTIVE GOALS ANNOUNCED	SEP 1	OCT 10	MAR 15	
	VPI ALLOCATION	3 rd Fri SEP	4 th Fri OCT	1 st Fri APR	
	SCHEDULE DATA ROLLED	3 rd Fri SEP	4 th Fri OCT	1 st Fri APR	
	COMET AVAILABLE	4 th Fri SEP	1 st Fri NOV	3 rd Fri APR	
	MATERIAL FEE REVIEW		2 nd Fri SEP – 4 th Fri SEP	2 nd Fri APR – 4 th Fri APR	
	DEANS/CHAIRS/CTRS AGREE TO FTEF GOALS, # SECTIONS, MODALITY, and LOCATIONS	4 th Fri SEP - 3 rd Fri Oct	1 st Fri NOV - 1 st Fri DEC	3 rd Fri APR - 3 rd Fri MAY	
PREPARATION					
	SCHEDULING PREPARATION	Week of 3 rd Fri Oct	Week of 1 st Fri JAN	Week of 3 rd Fri MAY	
DATA ENTRY		3 rd Fri Oct – DEC 1	1 st Fri JAN – MAR 16	3 rd Fri MAY – JUL 16	
	DEPT CHAIR SCHEDULE DATA TO ADAs	1 st Fri NOV	3 rd Fri JAN	1 st Fri JUN	
	DEPT VALIDATION – DAAs	2 nd Fri NOV – NOV 30	1 st Fri MAR – 2 nd Fri MAR	3 rd Fri JUN – 2 nd Fri JUL	
	SCHEDULE PACKETS TO DEANS FOR SIGN-OFF	DEC 1	MAR 16	JUL 16	
	CENTER SIGN-OFF – Center Directors	DEC 1	MAR 16	JUL 16	
	DATA ENTRY ENDS	DEC 1	MAR 16	JUL 16	
WRAP UP		DEC 1 – 2 nd Fri JAN	Mar 16 – 3 rd Fri APR	JUL 16 – 1 st Fri AUG	
	INTRANET PROOF/DATA CORRECTIONS	DEC 1 – 2 nd Fri DEC	MAR 16 – 4 th Fri MAR	JUL 16 – 4 th Fri JUL	
	SCHED FTEF = GOALS VALIDATION	2 nd Fri DEC	4 th Fri MAR	4 th Fri JUL	
	CENTER CORRECTIONS	2 nd Fri DEC	4 th Fri MAR	4 th Fri JUL	

**PALOMAR COLLEGE
ANNUAL SCHEDULE PREPARATION**

	VPI SIGN-OFF & ADJUSTMENTS	DEC 15	APR 1	AUG 1	
	VPI CORRECTIONS & INSTRUCTION FINISH WORK	DEC 15 – 2 nd Fri JAN	APR 1 – 3 rd Fri APR	AUG 1 – 2 nd Fri AUG	
PUBLISHED		1 st Week APR	1 st Week APR	1 st Week OCT	
	SUMMER UPDATE	3 rd Fri MAR – 4 th Fri MAR			
	FALL UPDATE		3 rd Fri JUL – 4 th Fri JUL		
	SPRING UPDATE			2 nd Fri SEP – 3 rd Fri SEP	
	SET WAIT CAPS	MAR 15	MAR 15	SEP 15	

* Approximate date range. Actual dates will vary.

Deadlines that fall on the weekend or holiday will be moved to the Friday before.

EXHIBIT “B” ACADEMIC INTEGRITY

Palomar Community College District Procedure

AP 5505

STUDENT SERVICES

AP 5505 ACADEMIC INTEGRITY

References:

[BP 5500](#): Standards of Student Conduct
[AP 5500](#): Standards of Student Conduct
[AP 5520](#): Student Discipline Procedures
[BP 5530](#): Student Complaints and Grievances
[AP 5530](#): Student Complaints and Grievances
 California Education Code Sections 55025, 76030, and 76031

INTRODUCTION

Academic Integrity is a commitment, even in the face of adversity, to six fundamental values: honesty, trust, fairness, respect, responsibility, and courage. From these values flow principles of behavior that enable academic communities to translate ideals into action (International Center for Academic Integrity). The Palomar District highly values academic integrity and seeks to uphold its six fundamental values.

This policy provides examples and definitions of academic dishonesty, guidelines for addressing suspected violations of academic integrity, and recommendations for upholding academic integrity.

This policy addresses Academic Remedies that faculty may assign in response to violations of academic integrity. Administrative Remedies for academic dishonesty, such as any disciplinary action up to and including expulsion by District's Dean of Student Life and Leadership, are addressed in AP 5520, Student Discipline Procedures.

DEFINITIONS

ACADEMIC DISHONESTY: DEFINITION, EXTENT AND CONTEXT

Academic dishonesty in both course and non-course activities is defined as an act of obtaining or attempting to present academic work through fraudulent or deceptive means to obtain credit for this work. Responsibility for academic integrity remains consistent regardless of whether academic dishonesty is observed in drafts or the final version. Course policies related to academic integrity may include more specific guidelines related to expectations for the course. Not following course policies as outlined in the syllabus can likewise constitute a violation of academic integrity.

Extent of Academic Dishonesty

The extent of academic dishonesty may be considered when determining appropriate remedies. Academic dishonesty may:

- extend across multiple classes or non-course activities,

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- involve multiple assignments,
- involve an entire assignment, and/or
- yield a greater advantage such as on final examinations or term papers.

Context of Academic Dishonesty: Academic dishonesty may occur if a student violates the expectations of academic integrity through:

- **Lack of college-level experience**, for example, by being unfamiliar with the rules of attribution but not unfamiliar with the basic expectations of integrity.
- **Negligence**, for example, by failing to follow the basic rules of citation or permissible collaboration, or by signing onto a group assignment that simple inspection would reveal to be plagiarized.
- **Knowledge**, for example, by providing completed homework to a second student upon request, knowing that the second student intends to cheat from it, even if the first student does not specifically intend for the cheating to occur.
- **Willfulness**, for example, by intentionally engaging in improper conduct with or without the expectation of deriving a benefit. Willful conduct is especially serious when it involves prior planning or subsequent concealment, or involves other students, either by actually engaging their knowing cooperation in misconduct or by foreseeably exposing them to a reasonable suspicion that they have cooperated.
- **Repeat offenses.**

TYPES OF ACADEMIC DISHONESTY

Academic dishonesty includes but is not limited to cheating, plagiarism, fabrication, fraud, making multiple submissions of similar work, using unauthorized artificial intelligence programs, and facilitating academic dishonesty.

Cheating consists of obtaining or trying to obtain, through dishonest means, credit for academic work. Examples include, but are not limited to:

- Unauthorized use of commercial "research" and "homework help" services such as term paper mills and websites that deliver real-time question answering services.
- Providing information to others without the instructor's permission or allowing the opportunity for others to obtain information that provides the recipient with an advantage on an exam or assignment.
- Unauthorized communication with fellow students during a quiz or exam.
- Copying material, in part or in whole, from another student's quiz or exam.
- Permitting another student to copy from a quiz or exam.
- Permitting another person to take a quiz, exam, or similar evaluation in lieu of the enrolled student.
- Using unauthorized materials, information, or study aids (e.g., textbook, artificial intelligence, web search, notes, data, images, formula list, dictionary, calculator, etc.) in student work.
- Unauthorized collaboration in providing or requesting assistance, such as

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sharing information on an academic exercise or exam through electronic devices or any other means of communication.

- Using another person's collected or measured data in student work such as computer or lab exercises without the instructor's permission.
- Submitting altered responses or answers on a graded exam or assignment and requesting that it be re-graded.
- Discussing answers or ideas relating to the answers on a test or other examination with students who have not yet taken the test or examination.
- Unauthorized use of an annotated instructor's edition of a textbook.
- Obtaining, making, or distributing copies of any part of a test, examination, or other course material without the instructor's permission.
- Using notes, cheat sheets, or other devices considered inappropriate under the prescribed testing condition.
- Collaborating with another or others in work to be presented without the instructor's permission.
- Knowingly and intentionally assisting another student in any of the above.

Plagiarism is defined as the presentation of another's words, images, or ideas as if they were one's own. Plagiarism includes but is not limited to:

- Stealing the written, oral, artistic, or original works or efforts of others and presenting them as one's own.
- The submission of material, whether in part or whole, authored by another person or source (e.g., the internet, book, journal, generative AI, etc.), whether that material is paraphrased, translated, or copied verbatim or in near-verbatim form without properly acknowledging the source. (It is the student's responsibility to cite all sources.)
- The submission of material edited, in part or whole, by another person that results in the loss of the student's original voice or ideas (i.e., while an editor or tutor may advise a student, the final submitted materials must be the work of the student, not that of the editor or tutor.)
- Translating all or any part of material from another language and presenting it as if it were the student's own original work.
- Unauthorized use of another person's data in completing any exercise.

Fabrication is defined as falsification or invention of any information in an academic exercise. Falsification includes, but is not limited to:

- Fabricating or altering data to support research.
- Presenting records, results, or data from work that was not performed - submitting material for lab assignments, class projects or other assignments which is wholly or partially falsified, invented, or otherwise does not represent work accomplished or undertaken by the student.
- Crediting source material that was not directly used for research.
- Falsification, alteration, or misrepresentation of official or unofficial records or

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documents including but not limited to academic transcripts, academic documentation, letters of recommendation, and admissions applications or related documents.

Fraud is defined as intentionally making an untrue statement (lying) or attempting to deceive through misrepresentation. Fraud includes but is not limited to:

- Providing an excuse for an absence, tardiness, or late assignment with the intent to deceive the instructor, staff, or the District.
- Checking into a district lab, center, or other district resource with the intent to deceive the instructor, staff, or the District.
- Checking in or checking out of a district lab, center, or other district resource for another student.
- Using another student's identification card for use in a class, lab, center, or other district resource.
- A student recruiting or allowing another person to use their identification or credentials for completing assignments, tests, or activities for a class.
- Intentionally misrepresenting the content, meaning, or context of source material or scientific data.

Multiple Submissions are defined as resubmission of a work with identical or similar content that has already received credit in a high school or another college course.

Multiple submissions include but are not limited to:

- Resubmission of work with identical or similar content from a past course in a current course without written consent of the present instructor.
- Submission of work with identical or similar content in concurrent courses without written consent of all instructors involved.
- When retaking a course, resubmission of work with identical or similar content from the past section of the same course without written consent of the present instructor.

Unauthorized Artificial Intelligence (AI) is defined as employing artificial intelligence tools, software, or systems for academic purposes without instructor authorization or in violation of institutional policies, resulting in academic dishonesty or misconduct. Examples include:

- Using AI tools to solve problems, show logic, draft texts, create multimedia objects, translate or summarize documents, all without instructor authorization.

Facilitating Academic Dishonesty is defined as assisting another to commit an act of academic dishonesty. Facilitating academic dishonesty includes, but is not limited to:

- Taking a quiz, exam, or similar evaluation in place of another person.
- Allowing one student to copy from another.
- Attending a course posing as another student who is officially registered for that

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course.

- Providing material or other information (e.g., a solution to homework, a project or other assignments, a copy of an exam, exam key or any test information) to another student with knowledge that such assistance could be used to violate any other sections of this procedure.
- Submitting, copying, or uploading instructor-created materials (including all/part of any assignment, test, exam, lab exercise) to publicly accessible/searchable internet repositories or "homework help" sites.
- Distribution or use of notes or recordings based on college classes without the express written permission of the instructor for purposes other than individual or group study; this includes, but is not limited to, providing materials for distribution by services publishing class notes. (This restriction on unauthorized use applies to all information distributed or in any way displayed for use in relationship to the class, whether obtained in class, via email, on the internet, or via any other media.)

PREVENTION OF ACADEMIC DISHONESTY

Students

To avoid unintentional acts of academic dishonesty, **students** should:

- Carefully read the course syllabus.
- Ask the course instructor (faculty) if they do not understand a policy, assignment instructions, or if they are uncertain if an act violates academic integrity.
- Retain evidence of their work process, e.g. sources of information consulted, work for solving problems, early versions of word processing and other types of documents, as proof of their ownership of work and academic integrity. If a student is suspected of academic dishonesty, the student may ask the course instructor (faculty) if they may be accompanied by a faculty member or any other person when discussing suspected violations of academic integrity with a course instructor (faculty).
- Document conferences and communication with a course instructor (faculty) regarding allegations of academic dishonesty.
- A student may appeal a final course grade through the [Palomar Community College District Student Grade Dispute Policy and Procedures](#).

Faculty

To prevent academic dishonesty, **faculty** should:

- Include guidelines for what does and does not constitute academic dishonesty in their course materials and in particular the course syllabus.
- Refer students to this policy, AP 5505, in the course syllabus.
- Document and/or collect evidence of academic dishonesty and document the steps taken to remedy.

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Artificial Intelligence Tools

The faculty is free to set their own policies regulating the use of generative AI tools in their courses, including allowing or disallowing some or all uses of such tools. Faculty should set such policies in their course syllabi and clearly communicate such policies to students. Students who are unsure of policies regarding generative AI tools are encouraged to ask their instructors for clarification ([Stanford University Office of Community Standards](#)).

Absent a clear statement from faculty, use of or consultation with generative AI shall be treated analogously to assistance from another person. In particular, using generative AI tools to substantially complete an assignment or exam (e.g. by entering exam or assignment questions) is not permitted. Students should acknowledge the use of generative AI and default to disclosing such assistance when in doubt ([Stanford University Office of Community Standards](#)).

DISCOVERY OF POSSIBLE ACADEMIC DISHONESTY

1. Suspicion of academic dishonesty should be addressed by faculty in a timely manner.
2. Faculty shall notify the student(s) of the allegation of academic dishonesty and allow the student to respond to the allegation.
3. Faculty should have reasonable evidence to sustain the allegation of academic dishonesty. Reasonable evidence, such as documentary evidence or personal observation or both, is necessary if the allegation is to be upheld.
4. If needed, faculty should arrange a meeting with the student to advise the student of the allegation as well as the evidence that supports it. The purpose of the meeting is to bring together the persons involved so that the situation might be discussed informally, and an appropriate solution might be decided upon. During the meeting, the instructor should explain the academic dishonesty they believe occurred, and the student should be given time to explain their experience and process in completing the work in question. If initial discussion does not clarify the issue, the instructor should explain the potential consequences and/or remedies related to the case.
5. Faculty shall allow the student to have a representative, another instructor or other person, attend the meeting at the student's request.
6. If more than one student is involved in the incident, the instructor may call the

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students together to confer as a group.

7. It is highly recommended that faculty document the outcome of any communication or meetings with students regarding violations of academic integrity.
8. Although notes and discussion between the student and instructor are confidential, in accordance with the Family Educational Rights and Privacy Act (FERPA), they may be used as evidence in subsequent campus disciplinary proceedings or any subsequent legal action.
9. Faculty are encouraged to report alleged violations of academic dishonesty to the Dean of Student Life and Leadership in a timely manner. Student Life and Leadership provides an educational experience for students when there are alleged violations of the Standards of Student Conduct to decrease the likelihood of recurrence. If the student has allegedly committed academic dishonesty before, Student Life and Leadership may address alleged violations as outlined in Administrative Procedure 5520.

REMEDIES FOR ACADEMIC DISHONESTY

Remedies assessed under this policy should be proportionate and sufficient both to convey the expectations of the community to the individual student, to support learning and academic growth, and to deter future violations. Academic dishonesty may warrant two separate and distinct courses of action which may be applied concurrently in response to a violation of this policy:

Academic Remedies for violations of academic integrity may include a verbal warning, a lowered assignment grade, and/or modifications to an assignment. Academic remedies, including grade modification, are the sole responsibility of the instructor involved.

Administrative Remedies, such as any disciplinary action up to and including a recommendation for expulsion, are the responsibility of the District's Dean of Student Life and Leadership.

Faculty and the Dean of Student Life and Leadership or their designee should consider the extent and context of the acts of academic dishonesty, as defined above, when applying remedies to breaches of academic integrity.

Academic Remedies

It is the instructor's responsibility to determine the type of academic remedy, if any. Possible academic remedies may include one or more of the following:

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- Revising or redoing the assignment.
- Modification of future assignments to emphasize academic integrity.
- A lower grade on an assignment. Grading or modification of grades are left to the discretion of the instructor and may include, but not be limited to, a zero or "F" on the activity, paper, project, or examination.
- Removal of the student from the class session and the following class session. Should this decision be made, the instructor shall immediately submit an incident report of the removal to the Dean of Student Life and Leadership and notify the divisional dean (see AP 5520 and ED 76032).

Limitations to Academic Remedies

The grading of courses is to be based on the "measurement of student performance in terms of the stated course objectives" and "demonstrated proficiency in subject matter" (Title 5, section 55002(a)(2)(A)).

- Faculty may not drop a student from the course in response to alleged academic dishonesty.
- Faculty may not give an F grade to a student for the entire course in response to alleged academic dishonesty.
- Faculty may give a failing grade on a particular student work(s) if it was determined that academic dishonesty occurred.
 - A student could fail the course if the failing grade(s) on a particular student work(s) led to an overall course score of an F.
- In response to alleged academic dishonesty, Faculty may not assign a student an *extra* activity designed to encourage academic integrity as a stipulation for completing the course.
 - The Dean Student Life and Leadership may assign, as an administrative remedy, learning activities designed to encourage academic honesty if the faculty reports the alleged violation to Student Life and Leadership. See AP 5520 for a complete list of disciplinary actions that may be assigned as an administrative remedy.
- In response to alleged academic dishonesty, Faculty may assign an activity designed to encourage academic integrity as a stipulation for resubmitting an assignment/exam.

Administrative Remedies

Disciplinary actions may include verbal reprimand, written reprimand, removal from class, short or long-term suspensions, and expulsion. A student has the right to appeal the disciplinary action.

See AP 5520 for a complete list of disciplinary actions and the process for appeal.

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EXHIBIT “C” STUDENT CODE OF CONDUCT

Palomar Community College District Procedure

AP 5500

STUDENT SERVICES

AP 5500 STANDARDS OF STUDENT CONDUCT

References:

Education Code Sections 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10 (*formerly II.A.7.b*)

The following student conduct shall constitute good cause for discipline (academic, administrative or both) including but not limited to the removal, suspension or expulsion of a student, and applies to all students.

1. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty as defined by the Faculty Senate. Academic sanctions are the sole responsibility of the faculty member involved, further disciplinary sanctions are the prevue of the Office of Student Affairs.
2. Causing, attempting to cause, or threatening to cause physical injury to another person including but not limited to sexual assault or physical abuse as listed in AP 3540 Sexual Assaults on Campus.
3. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the Police Chief. See AP 3530 Weapons on Campus for further details.
4. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in California Health and Safety Code Sections 11053 et seq., an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.
5. Committing or attempting to commit robbery, burglary or extortion.
6. Causing or attempting to cause damage to District property or to private property on campus including but not limited to arson and vandalism.
7. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

1 of 3

Palomar Community College District Procedure**AP 5500**

8. Willful or persistent smoking or vaping in any area where these have been prohibited by law or by regulation of the college or the District. (Refer to AP 3570 Smoking and/or Other Tobacco Use.)
9. Committing sexual harassment as defined by law or by District policies and procedures. (Refer to AP 3540 Sexual Assaults on Campus.)
10. Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law. See AP 3430 Prohibition of Harassment and BP 3410 Nondiscrimination for further details.
11. Engaging in intimidating conduct or bullying on District-owned or controlled property, or at District sponsored or supervised functions through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying. See AP 3430 Prohibition of Harassment and BP 3410 Nondiscrimination for further details.
12. Willful misconduct that results in injury or death or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
13. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, college personnel.
14. Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly furnishing false information to the District.
15. Failure to comply with directions of staff members of the District who are acting within the scope of their employment.
16. Engaging in physical or verbal disruption of administrative procedures, public service functions, authorized curricular, co-curricular, and extra-curricular activities or preventing authorized guests from carrying out the purpose for which they are on District property.
17. Unauthorized entry upon or use of District facilities.
18. Lewd, indecent or obscene conduct or expression on District-owned or controlled property, or at District sponsored or supervised functions.
19. Engaging in expression which is obscene, libelous or slanderous, or which so incites students as to create a clear and present danger of the commission of unlawful acts on District premises, or the violation of lawful District regulations, or the substantial disruption of the orderly operation of the District.

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

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Palomar Community College District Procedure**AP 5500**

- 20. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
- 21. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative.
- 22. Violations of District policies and regulations, including, but not limited to, regulations and policies related to smoking/vaping on campus, parking or driving on campus, district computers, telecommunications, campus vehicles, and any and all other District equipment and policies and regulations related to student organizations and student and visitor symbolic expression.

Discipline

Students who engage in any of the above are subject to the procedures outlined in AP 5520 titled Student Discipline Procedures. Students should contact the Office of Student Affairs for additional information.

Hearings/Holds

Students failing to meet with the chief administrative officer or designee for a due process hearing will have an administrative disciplinary hold placed on their record until such hearing is conducted.

Loss of Financial Aid

In accordance with Education Code section 69810 a student who disrupts the peaceful conduct of the activities of the campus including but not limited to those listed above may become ineligible for state I financial aid if found to be in violation of Standards of Student Conduct.

Students may contact the Office of Student Affairs or Governing Board Office if they wish to obtain a copy of specific Education Code sections.

Office of Primary Responsibility: Student Services

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

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Palomar Community College District Procedure**AP 5530**

Governing Board Appeal

1. If either party wishes to appeal the decision of the Superintendent/President, they must submit a request for an appeal to the Governing Board within ten days of receipt of the Superintendent/President's decision. The Governing Board reviews all written records and shall render a final decision within sixty days.
2. Requests for appeal must contain the following:
 - a. A clear and concise statement of the reason(s) for the appeal.
 - b. A file containing copies of the original grievance and all proposed resolutions and recommended decisions.
3. The decision of the Governing Board is final.
4. Documentation of the appeal and outcome will be kept by the Director of Student Life and Leadership.

Timelines may be extended when instructors and students are not available, such as during intersession or summer sessions.

A grievance may be withdrawn by the student at any time. However, the same grievance shall not be filed again by the same student.

Students who make false or malicious charges against an employee of the District are subject to disciplinary action as outlined in BP 5500 Standards of Student Conduct and AP 5520 Student Discipline Procedures.

Office of Primary Responsibility: Student Services

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised: 12/5/17; Revised 12/10/21

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

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EXHIBIT “D” STUDENT COMPLAINTS AND STUDENT GRIEVANCES

Palomar Community College District Procedure

AP 5530

STUDENT SERVICES

AP 5530 STUDENT COMPLAINTS AND STUDENT GRIEVANCES

References:

Education Code Section 76224(a);
ACCJC Accreditation Eligibility Requirement 20;
ACCJC Accreditation Standard IV.D

The purpose of this procedure, through due process, is to provide a prompt and equitable means of resolving student complaints and student grievances. It is the responsibility of the student to provide proof of the alleged unjust action.

Definition of Terms

Student Complaint: A statement of dissatisfaction with an alleged unjust action that affects the status, rights, and/or privileges of a student. Complaints are excluded from the grievance process as they *do not* violate District policies or procedures, or local, state, or federal law.

Student Grievance: A statement of an alleged unjust action that affects the status, rights, and/or privileges of a student *due to a violation* of District policies or procedures, or local, state, or federal law. Excluded from the grievance process are any matters for which a specified method of complaint resolution is provided by law or by District policy (such as the Americans with Disabilities Act Complaint Procedure, the Sexual Harassment Complaint Procedure, Employee Discipline, and Student Final Grade Appeal Procedure). The grievance process may not be used to change a District policy.

Grievant – A Student who has filed a Grievance.

Respondent – Any person the Grievant claims to be responsible for the alleged Grievance.

Appeal: An action taken to request a review of and possible change to the recommended resolution of the grievance.

Day: A day is a school day when classes are offered or exams scheduled, excluding Saturday.

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised: 12/5/17; Revised 12/10/21

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

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Palomar Community College District Procedure**AP 5530**

Ombudsperson: A person capable of mediating in a dispute without taking sides but with an interest in resolving an issue. An ombudsperson shall be appointed by the Vice President for Student Services.

Student Complaint Resolution Process

First, before initiating complaint procedures, the student shall attempt to resolve the dispute with the district employee or other student.

If the dispute is not satisfactorily resolved with the district employee or other student, the student with the complaint should, as the second step in the process, arrange to speak with the employee's immediate supervisor (if the complaint is against an employee other than a faculty member) or department chair (if the complaint is against a faculty member), or the Director of Student Life and Leadership (if the complaint is against another student.)

If the complaint is not satisfactorily resolved in the first step with the immediate supervisor, department chair, or Director of Student Life and Leadership it moves through the administrative chain, with a final decision rendered by the appropriate Vice-President.

Student Grievance Resolution Process

1. A student may initiate a grievance-with the Director of Student Life and Leadership within one semester of the alleged violation. The student (Grievant) should prepare a document that includes the following:
 - a. A clear and concise statement of the grievance demonstrating violation of District policies or procedures, or local, state, or federal law
 - b. The name/s of the individual/s (Respondent(s)) against whom the grievance is being filed and factual data including dates, times, records, etc.
 - c. The proposed resolution, corrective action, or remedy being sought (exclusive of the grievance process as identified under Definition of Terms: Grievance.)
 - d. A summary of actions already taken to resolve the issue
2. Following review of the grievance, the Director of Student Life and Leadership shall make a determination as to the appropriateness of allowing the grievance to go forward. The following criteria should be taken into consideration when making this determination:
 - a. Does the grievance involve matters for which a specified method of complaint resolution is provided by law or by District policy (such as the

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Palomar Community College District Procedure**AP 5530**

Americans with Disabilities Act Complaint Procedure, the Sexual Harassment Complaint Procedure, Employee Discipline, and Student Final Grade Appeal Procedure)?

- b. Is the resolution sought by the student reasonable given the circumstances of the grievance articulated by the student?
 - c. Can the grievance be resolved through an established process?
 - d. Does the grievance committee have jurisdiction to restore the rights of the student and/or provide resolution?
 - e. Is the grievance timely? That is, has the student initiated the process within legally mandated timelines or one (1) semester from the date of the alleged grievance.
3. If any of the above criteria are answered in the negative, the Director of Student Life and Leadership shall notify the student that the process cannot appropriately address their grievance. This notice shall be delivered to the student either in person and or through the official Palomar College student email account and or by U.S. mail within fourteen (14) days of receipt of the grievance by the Director of Student Life and Leadership.
 4. Should the student desire to appeal the decision of the Director of Student Affairs, they should write a letter to the Vice President for Student Services requesting examination of the case and reversal of the Director's decision. This appeal letter must be received by the Vice President for Student Services within twenty-one (21) days of the date of the notice sent by the Director of Student Life and Leadership.
 5. The Vice President for Student Services shall decide within fourteen (14) days of receipt of the student's appeal whether to allow the grievance to go forward. The student shall be notified either in person and or through the official Palomar College student email account and or by U.S. mail of the decision of the Vice President for Student Services. The Director of Student Life and Leadership will be notified in writing to allow the grievance to move forward if that is the decision of the Vice President for Student Services.
 6. The Vice President for Student Services will appoint an ombudsperson acceptable to both sides involved in the grievance. If the grievance is against the Vice President for Student Services, then the Vice President for Instruction will assume responsibility for resolution.
 7. Within ten days after receipt of the Grievance, the Ombudsperson will meet with the parties involved in the grievance prior to convening a conciliation conference. The Ombudsperson will attempt to reach resolution with the parties prior to or during the conciliation conference. If agreement is reached between the parties,

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Palomar Community College District Procedure**AP 5530**

a written statement signed by both parties shall be filed with the Vice President handling the grievance.

8. If no agreement is reached, a written request for a formal hearing must be filed with the Director of Student Life and Leadership. If the student fails to submit a request for formal hearing within ten days after the conciliation conference, the matter will be considered closed. The Director of Student Life and Leadership will notify each party in writing of closure.

Formal Student Grievance Hearing

1. Within ten days of receiving a written request for a formal hearing, the Director of Student Life and Leadership will coordinate convening a Grievance Committee to conduct the hearing. The five-member committee shall be composed as follows:
 - a. Two students appointed by the Associated Student Government (ASG) President.
 - b. Two members from the constituency group of the person who the grievance is being filed against.
 - c. One District Vice President or designee who shall serve as committee chair

Each party will be permitted two challenges to committee members for cause and one peremptory challenge. In the establishment of the Committee, the Director of Student Life and Leadership will serve to coordinate the formation of the Committee and provide information needed to assist parties.

2. The Grievance Committee shall:
 - a. Receive a signed written statement from each party involved in the grievance specifying all relevant facts
 - b. Hear testimony, examine witnesses, and receive all evidence pertaining to the case
 - c. Wait for 15 minutes past the appointed time for the parties to the grievance to arrive at the hearing. If both have not appeared by the extended time frame, the Grievance Committee will determine how to proceed.
 - d. Allow each party the right to be represented at the hearing by a student or staff member of the District
 - e. Question witnesses and testimony
 - f. Evaluate the relevance and weight of testimony evidence; limit its investigation to matters identified in the formal grievance

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(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

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Palomar Community College District Procedure**AP 5530**

- g. Make recommendations for disposition of the case in accordance with the proposed resolution, corrective action, or remedy being sought as identified in the grievance statement.
 - h. Keep a confidential audio recording of the proceeding for six months and which shall be made available to the parties to the grievance upon request.
 - i. Submit its findings of fact and recommended action to each party and the appropriate Vice President within ten days of the formal hearing.
3. The formal hearing shall be closed to the public unless mutually agreed upon by the parties to the grievance.

Initial Appeal

1. Upon receipt of the Grievance Committee's decision, within five days, the student may submit a written appeal of the decision to the appropriate Vice President. The appeal must contain a clear and concise statement of the reason(s) for the appeal and include copies of the original grievance and all proposed resolutions and recommended decisions. The Vice President may:
 - a. Affirm the recommendation of the Grievance Committee.
 - b. Modify the recommended decision.

Second Level Appeal

1. Upon receipt of the recommendation of the appropriate Vice-President, the parties to the grievance have five days to appeal the decision of the Vice President to the Superintendent/President.
2. If neither party submits a request for appeal within five days, the matter will be considered closed. The documentation will be kept by the Director of Student Life and Leadership.
3. If an appeal is submitted to the Superintendent/President, it must contain clear, concise reason(s) for the appeal and include copies of the original grievance and all proposed resolutions and recommended decisions.
4. Within thirty days of receipt of the request for appeal, the Superintendent/President will review the written record and issue a written decision. The Superintendent/ President may:
 - a. Affirm the recommendation of the Grievance Committee
 - b. Affirm the recommendation of the Vice President
 - c. Modify the recommended action

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised: 12/5/17; Revised 12/10/21

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

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Palomar Community College District Procedure**AP 5530**

Governing Board Appeal

1. If either party wishes to appeal the decision of the Superintendent/President, they must submit a request for an appeal to the Governing Board within ten days of receipt of the Superintendent/President's decision. The Governing Board reviews all written records and shall render a final decision within sixty days.
2. Requests for appeal must contain the following:
 - a. A clear and concise statement of the reason(s) for the appeal.
 - b. A file containing copies of the original grievance and all proposed resolutions and recommended decisions.
3. The decision of the Governing Board is final.
4. Documentation of the appeal and outcome will be kept by the Director of Student Life and Leadership.

Timelines may be extended when instructors and students are not available, such as during intersession or summer sessions.

A grievance may be withdrawn by the student at any time. However, the same grievance shall not be filed again by the same student.

Students who make false or malicious charges against an employee of the District are subject to disciplinary action as outlined in BP 5500 Standards of Student Conduct and AP 5520 Student Discipline Procedures.

Office of Primary Responsibility: Student Services

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised: 12/5/17; Revised 12/10/21

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EXHIBIT “E”

ARTICLE 17- EVALUATION PROCEDURE

Refer to [PALOMARs Collective Bargaining Agreement with Faculty](#) in its entirety online.

ARTICLE 17 — EVALUATION PROCEDURE

17.1 General Provisions

- 17.1.1 Faculty review shall be the primary feature of the evaluation process.
- 17.1.2 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the faculty member’s performance of their faculty assignment to include both instructional and noninstructional assignments, including assignments on reassigned time (excluding PFF reassigned time positions as designated in Article 6).
- 17.1.3 All evaluations shall be treated as confidential in accordance with Article 11.
- 17.1.4 The evaluatee will cooperate fully with the evaluator(s) and submit materials relevant to the evaluatee’s assignment as requested by the Evaluation Chair/evaluator. In the event where the evaluatee withholds required documents or information from the evaluative team or in some way impedes the collection of such material (including, but not limited to, the self-reflection document, documents requested during the observation process, access to the classroom or LMS for evaluation purposes, etc.), the evaluation report will be written by the evaluative team using the required documents or information that they have access to.
- 17.1.5 Faculty and administrative evaluators shall notify the evaluatee that they are to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.
- 17.1.6 Faculty evaluatees should be notified by the Department Chair or designee that the faculty member will be evaluated as soon as is practicable, but within the first 50% of the term they are to be evaluated in. If the evaluatee is not notified within the first 50% of the term, the evaluator and evaluatee should work together to plan a reasonable timetable to complete the evaluation. This does not apply to out-of-cycle evaluations.
- 17.1.7 Evaluatees may request a signed copy of their evaluation from the Tenure and Evaluations office for up to three years from the time of evaluation. Beyond three years, requests should be made directly to Human Resource Services.
- 17.1.8 A “business day” shall be a day when the District offices are scheduled to be open but shall exclude Saturdays and Sundays.
- 17.1.9 Wherever a Department Chair or other faculty member is authorized to appoint a designee to assume the designator’s role in the evaluation process, the appointed designee shall be a faculty member in the same or a related

department/discipline. Rare circumstances may exist in which the TERB Coordinator, in consultation with the Department Chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation shall be used by the Department Chair or their designee in writing the final evaluation.

- 17.1.10 All final evaluation reports shall rate a faculty member's overall performance as one of the following: High Professional Performance, Standard Professional Performance, Needs Improvement, or Unsatisfactory.
- 17.1.11 The evaluators shall give the evaluation materials the weight they believe appropriate.
- 17.1.12 The Dean and/or first level administrator and/or Vice President overseeing the evaluatee's discipline may submit comments and/or recommendations on the final evaluation report form. Any comments and/or recommendations shall become an official part of the evaluation record. The evaluatee shall be notified of any such comments and/or recommendations. Evaluations with a final rating of needs improvement or unsatisfactory performance shall have a Dean and/or first-level administrator make comments on the final evaluation report.
- 17.1.13 In accordance with Education Code § 87663(c), evaluations of faculty members will include, to the extent practicable and applicable, student evaluations. Faculty members shall have access to their own student evaluation summaries within a reasonable period of time following the posting of final course grades for that semester or session, subject to the availability of the data from the evaluator(s) and/or TERB. Student evaluations alone shall never be used as the sole justification for a decision in a final evaluation report or in denial of tenure.
- 17.1.14 Once a faculty member has reviewed their final evaluation report they may:
 - a) Write a response within ten (10) business days. This ten (10) day period may be extended only with the mutual written agreement of the Assistant Superintendent/Vice President of Human Resource Services or designee and the faculty member. Responses remain attached to the final evaluation report.
 - Final evaluation reports for all faculty members (regardless of status) shall be filed in the evaluatee's official personnel file in Human Resources with any comments provided by the evaluatee.
 - b) File a grievance. Substantial departures from the evaluation procedures prescribed in this Article shall be subject to the grievance procedure (see Article 14 — Grievance Procedure) of this Agreement, and the evaluation shall be invalidated if those procedural departures are found

to have prejudiced a fair and objective evaluation of the faculty member's job performance. If invalidated, a new evaluation shall be conducted.

- c) In the case of probationary faculty members, tenure and rehire evaluations may be appealed under the provisions of Article 17.7.

17.1.14.1 With the exception of the tenure and rehire appeal process and the grievance process, the attachment of the comments/response to the final evaluation report is the sole remedy for the contents and/or recommendation(s) in any evaluation document being entered or filed in a faculty member's personnel file.

17.1.15 The contents, including comments and recommendations, of any evaluation document shall not be grievable.

17.1.16 Evaluations of faculty shall not be conducted by any relative covered in BP 7310, nor by former spouses/partners, and evaluators cannot be evaluated by their evaluatee within the same academic year.

EXHIBIT “F”
ARTICLE 3- ACADEMIC FREEDOM

Refer to [PALOMARs Collective Bargaining Agreement with Faculty](#) in its entirety online.

ARTICLE 3 — ACADEMIC FREEDOM

- 3.1 The District and the Federation agree that faculty members have a right to express their professional opinions in learning environments with students. Faculty members shall make every effort to offer differing points of view on controversial subjects that may be reviewed or discussed in learning environments with students. Faculty members shall promote an atmosphere in learning environments with students that is conducive to free and open inquiry.
- 3.2 Faculty members retain their freedom of expression under both the federal and state constitutions. Faculty members shall have the following rights and responsibilities:
 - 3.2.1 To use the normal channels of campus communication free of prior censorship;
 - 3.2.2 To accept responsibility for the substance and manner of their campus communications;
 - 3.2.3 To speak or write publicly, free of prior censorship or subsequent discipline by the College or District, as a citizen on matters of public concern;
 - 3.2.4 To make reasonable efforts to be accurate in public statements about college and District matters, and to indicate that they write or speak as public citizens and not as spokespersons of the institution; and
 - 3.2.5 To associate with those individuals or groups of one's choice without prior restraint or subsequent discipline, unless such association is forbidden by law.
- 3.3 Faculty members shall not engage in any political activity in learning environments with students that is proscribed by § 7050 – § 7055 of the Education Code.

**Altus Schools Southern California
Board Resolution No: 2025022701**

WHEREAS, the Altus Schools Southern California (“ASSC”) Board previously adopted Resolution #20241205H, approving an Alternative Program to provide Lost Benefits to the Superintendent School Services and Founder in the event of any failure to receive retirement benefits under the Current Plan, and directing the Chief Business Officer, Chief Financial Officer/Treasurer & Founding Director to work with counsel to design the Alternative Program;

WHEREAS, the Board has now been presented with the Altus Schools Defined Contribution Plan and the Altus Schools 415(m) Excess Benefit Plan, in the forms attached, which are designed to implement the Alternative Program;

BE IT RESOLVED, by ASSC’s Board of Directors, as follows:

1. The above Recitals are incorporated herein by reference;
2. The Altus Schools Defined Contribution Plan is hereby approved and adopted in the form presented to the Board;
3. The Altus Schools 415(m) Excess Benefit Plan is hereby approved and adopted in the form presented to the Board;
4. The Chief Business Officer, Chief Financial Officer/Treasurer & Founding Director shall take any and all necessary actions to carry out the commitments of this Resolution; and
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Altus School Southern California this ____ day of ____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

I, the undersigned, certify that the foregoing resolution was adopted by the Board of Directors of Altus Schools Southern California at a duly noticed meeting held on _____ at which a quorum was present.

Chairman of the Board
Wayland Myers



Now accepting applications for Governance Parental Representatives

The qualification of the members of the Board shall correspond to its purposes. The members shall be persons who:

- Submits a resume and letter of intent outlining the applicant's reasons for wanting to join the Board of Directors.
- Demonstrates a strong commitment to quality education.
- Displays sound judgment.
- Shows ability to work effectively with Administration and Board of Directors.
- Excellent communication skills.
- Has displayed positive support of charter concept, including the need for change and accountability.
- Demonstrates the highest standard of professional behavior. Has strong problem-solving techniques.
- Demonstrates a respect for issues relating to confidentiality.
- Possess the skills to publicly represent the Charter School with the highest integrity.
- Demonstrates a willingness and commitment to working on Charter Board business.
- Demonstrates the ability to take on a Program wide perspective to planning.
- Capable of representing the diversity of the community.
- Commit to attending all Board meetings.
- Has a student currently enrolled in a charter school operated by the Corporation.
- A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

For inquiries, please contact your student's teacher.

To submit your application, please email the board at board@altusaudio2.com

Deadline to submit application is April 9, 2025



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- A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

For inquiries, please contact your student's teacher.

To submit your application, please email the board at board@altusaudiovalley.com

Deadline to submit application is April 9, 2025



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- Has a student currently enrolled in a charter school operated by the Corporation.
- A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

For inquiries, please contact your student's teacher.

To submit your application, please email the board at board@altuseastcounty.com

Deadline to submit application is April 9, 2025



Now accepting applications for Governance Parental Representatives

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- Demonstrates a respect for issues relating to confidentiality.
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- Has a student currently enrolled in a charter school operated by the Corporation.
- A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

For inquiries, please contact your student's teacher.

To submit your application, please email the board at board@altusnorthcounty.com

Deadline to submit application is April 9, 2025



Now accepting applications for Governance Parental Representatives

The qualification of the members of the Board shall correspond to its purposes. The members shall be persons who:

- Submits a resume and letter of intent outlining the applicant's reasons for wanting to join the Board of Directors.
- Demonstrates a strong commitment to quality education.
- Displays sound judgment.
- Shows ability to work effectively with Administration and Board of Directors.
- Excellent communication skills.
- Has displayed positive support of charter concept, including the need for change and accountability.
- Demonstrates the highest standard of professional behavior. Has strong problem-solving techniques.
- Demonstrates a respect for issues relating to confidentiality.
- Possess the skills to publicly represent the Charter School with the highest integrity.
- Demonstrates a willingness and commitment to working on Charter Board business.
- Demonstrates the ability to take on a Program wide perspective to planning.
- Capable of representing the diversity of the community.
- Commit to attending all Board meetings.
- Has a student currently enrolled in a charter school operated by the Corporation.
- A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

For inquiries, please contact your student's teacher.

To submit your application, please email the board at board@altussouthbay.com

Deadline to submit application is April 9, 2025



Now accepting applications for Governance Parental Representatives

The qualification of the members of the Board shall correspond to its purposes. The members shall be persons who:

- Submits a resume and letter of intent outlining the applicant's reasons for wanting to join the Board of Directors.
- Demonstrates a strong commitment to quality education.
- Displays sound judgment.
- Shows ability to work effectively with Administration and Board of Directors.
- Excellent communication skills.
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- Demonstrates the ability to take on a Program wide perspective to planning.
- Capable of representing the diversity of the community.
- Commit to attending all Board meetings.
- Has a student currently enrolled in a charter school operated by the Corporation.
- A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

For inquiries, please contact your student's teacher.

To submit your application, please email the board at board@altusmirus.com

Deadline to submit application is April 9, 2025

2024-2025 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3050 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 3 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. Certain filers are required to file electronically with the FPPC. (See next page). If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, cryptocurrency, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$630** for calendar years **2025** and **2026**. The gift limit in calendar year 2024 was \$590.

Required Electronic Filing for 87500 Filers

Certain candidates and officials specified in Section 87500 are now required to file their Form 700 electronically using the FPPC's e-filing system. Filers for the offices listed under Section 87500 should contact the FPPC at form700@fppc.ca.gov to obtain their login and password information.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest Code:

File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Newly Created Boards and Commissions: File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

Employees in Newly Created Positions of Existing Agencies: File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Multi-County Agencies, Boards, Commissions: File with your agency, board, or commission unless otherwise specified in your agency's code. Please review your agency's conflict of interest code as some multi-county offices are required to file electronically with the FPPC. In most cases, the agency, board, or commission will retain the statements.

87200 State Filers, for offices not specified in Section 87500, file as follows: File with your agency, board, or commission unless otherwise specified in your agency's code. Please review your agency's conflict of interest code as some 87200 state offices are required to file electronically with the FPPC. In most cases, the agency, board, or commission will retain the statements.

Officials and Candidates Specified in Section 87500: The Act requires that the following officeholders and candidates for the positions listed below file electronically using the FPPC's e-filing system.

- Statewide elected officers and candidates for statewide elective office. (For a complete list of statewide elected officers please see Reference Pamphlet, Page 6.)
- Members and candidates for the Legislature and State Board of Equalization
- Designated employees of the Legislature directed to file with the FPPC by the house of the Legislature by which they are employed
- Members of the Public Utilities Commission, State Energy Resources Conservation and Development Commission, or California Coastal Commission
- Members of a state licensing or regulatory board, bureau, or commission
- Members of the Fair Political Practices Commission
- Appointed members to a state board, commission, or similar multimember body of the state if the FPPC has been designated as the filing officer in the conflict of interest code of the respective board, commission, or body. (Please contact your agency for a copy of your agency's conflict of interest code.)
- Designated employees of more than one joint powers insurance agency who elect to file a multiagency statement pursuant to Section 87350
- Judges, court commissioners, or candidates for judge
- Officeholder or candidate for the office of district attorney, county counsel, county treasurer, or county board of supervisors
- Officeholder or candidate for the office of city council member, city treasurer, city attorney, or mayor
- County chief administrative officer, city manager, or if there is no city manager, the chief administrative officer
- County or city planning commissioner
- Head of a local government agency or member of a local government board or commission, if the FPPC has been designated as the filing officer in the conflict of interest code of the respective agency, board, or commission. (Please contact your agency for a copy of your agency's conflict of interest code.)

Candidates, for offices not listed in Section 87500 above, file as follows:

- County offices (e.g., candidates running for local elective office that are designated in a conflict of interest code): File with your county elections official.
- City offices (e.g., candidates running for local elective office that are designated in a conflict of interest code): File with your City Clerk.
- Multi-county offices: File with your county elections official with whom you file your declaration of candidacy.

What to Know Continued

How to file:

The Form 700 is available at www.fppc.ca.gov. Additional PDF schedules of Form 700 are available on the FPPC's website. Form 700 schedules are also available in Excel format. Filers should always check with their filing officer to see if their agency requires a particular filing method. All statements are signed under penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements. Depending on your agency's requirements, statements can be required to be filed in the following formats:

Wet Signature ➡ Each Statement must have a handwritten "wet" signature. Wet signature statements can be filed either by hand delivery or mail.

Digital Signature ➡ Each statement must be signed with a verified digital signature via the filer's agency email address *if permitted by the filing officer*. The statement must be sent by email as a PDF with the digital signature affixed to the document. (See Regulations 18104 and 18757, as well as FPPC's Filing with a Digital Signature Fact Sheet for additional guidance).

Electronic Signature ➡ Each statement must be signed with a secure electronic signature submitted using an approved electronic filing system. Filers must be duly authorized by their filing officer to file electronically under Government Code Section 87500.2.

When to file:

Annual Statements

➡ March 3, 2025

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

➡ April 1, 2025

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2024, and December 31, 2024, and filed an assuming office statement, you are not required to file an annual statement until March 2, 2026, or April 1, 2026, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2025. (See Reference Pamphlet, page 7, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Certain candidates listed in Government Code Section 87500 are required to file their candidate statement electronically via the FPPC's e-filing system. Please refer to Page 3, Where to File section, for the list of offices required to file electronically with FPPC. Filers for the offices listed under Section 87500 should contact the FPPC at form700@fppc.ca.gov to obtain their login and password information.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 20 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. The amended schedule(s) is attached to your original filed statement. Obtain amendment schedules at www.fppc.ca.gov. Filers authorized to file electronically amend their statements using their agency's electronic filing system. *Note:* If you are a candidate or officeholder listed under Government Code Section 87500, then you must amend your statements electronically using the FPPC's e-filing system.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions Maria holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2024, through December 31, 2024. If the period covered by the statement is different than January 1, 2024, through December 31, 2024, (for example, you assumed office between October 1, 2023, and December 31, 2023 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2024.
- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2024, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2024, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2023, and December 31, 2023, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2024.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions on the Form 700 or on an attachment for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.

**STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT**

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

☐ State

☐ Judge, Retired Judge, Pro Tem Judge, or Court Commissioner
(Statewide Jurisdiction)

☐ Multi-County

☐ County of

☐ City of

☐ Other

3. Type of Statement (Check at least one box)

☐ **Annual:** The period covered is January 1, 2024, through
December 31, 2024.

☐ **Leaving Office:** Date Left / /
(Check one circle below.)

-or-

The period covered is / /, through
December 31, 2024.

☐ The period covered is January 1, 2024, through the date of
leaving office.

-or-

☐ **Assuming Office:** Date assumed / /

☐ The period covered is / /, through
the date of leaving office.

☐ **Candidate:** Date of Election and office sought, if different than Part 1:

4. Schedule Summary (required)

► Total number of pages including this cover page:

Schedules attached

☐ **Schedule A-1 - Investments** – schedule attached

☐ **Schedule C - Income, Loans, & Business Positions** – schedule attached

☐ **Schedule A-2 - Investments** – schedule attached

☐ **Schedule D - Income – Gifts** – schedule attached

☐ **Schedule B - Real Property** – schedule attached

☐ **Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or- ☐ **None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
 - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 14, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.

- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the "other" box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

1. Office, Agency, or Court	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position:
2. Jurisdiction of Office (Check at least one box)	
<input type="checkbox"/> State	<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)
<input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties	<input type="checkbox"/> County of
<input type="checkbox"/> City of	<input type="checkbox"/> Other

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2024 annual statement, **do not** change the pre-printed dates to reflect 2025. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2025, through December 31, 2025, will be disclosed on your statement filed in 2026. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the "No reportable interests" box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original "wet" signature unless filed with a secure electronic signature. (See page 4 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1

Investments

Stocks, Bonds, and Other Interests

(Ownership Interest is Less Than 10%)

Investments must be itemized.

Do not attach brokerage or financial statements.

CALIFORNIA FORM 700

Page 62 of 128

FAIR POLITICAL PRACTICES COMMISSION

Name

NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
ACQUIRED DISPOSED

NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
ACQUIRED DISPOSED

NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
ACQUIRED DISPOSED

NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
ACQUIRED DISPOSED

NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
ACQUIRED DISPOSED

NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
ACQUIRED DISPOSED

Comments: _____

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 14.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 14.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 9, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 16.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 17, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 14.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Cryptocurrency
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 16.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 17.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity. Do not use acronyms for the name of the business entity, unless it is one that is commonly understood by the public.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 21 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. Frank’s conflict of interest code requires full disclosure of investments. Frank must disclose stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by Frank’s spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. Alice has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

SCHEDULE A-2

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one

☐ Trust, go to 2 ☐ Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$0 - \$1,999
☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
 ACQUIRED DISPOSED

NATURE OF INVESTMENT

☐ Partnership ☐ Sole Proprietorship ☐ _____ Other

YOUR BUSINESS POSITION _____

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one

☐ Trust, go to 2 ☐ Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$0 - \$1,999
☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
 ACQUIRED DISPOSED

NATURE OF INVESTMENT

☐ Partnership ☐ Sole Proprietorship ☐ _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

- ☐ \$0 - \$499 ☐ \$10,001 - \$100,000
☐ \$500 - \$1,000 ☐ OVER \$100,000
☐ \$1,001 - \$10,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

☐ None or ☐ Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
 Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
 City or Other Precise Location of Real Property

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
 ACQUIRED DISPOSED

NATURE OF INTEREST

☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership

☐ Leasehold _____ ☐ Other _____
 Yrs. remaining

☐ Check box if additional schedules reporting investments or real property are attached

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

- ☐ \$0 - \$499 ☐ \$10,001 - \$100,000
☐ \$500 - \$1,000 ☐ OVER \$100,000
☐ \$1,001 - \$10,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

☐ None or ☐ Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
 Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
 City or Other Precise Location of Real Property

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/24 _____/_____/24
 ACQUIRED DISPOSED

NATURE OF INTEREST

☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership

☐ Leasehold _____ ☐ Other _____
 Yrs. remaining

☐ Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 14.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting period. (See Reference Pamphlet, page 12, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 9.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 15, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

Instructions – Schedule B

Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 14.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 15.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 16.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 17.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold, disclose the number of years remaining on the lease.

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the first and last name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, Allison received rental income of \$12,000, from a single tenant who rented property owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street	
CITY Sacramento	
FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000	IF APPLICABLE, LIST DATE: ACQUIRED XX/XX/XX DISPOSED
NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold <input type="checkbox"/> Yrs. remaining <input type="checkbox"/> Other	
IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None Henry Wells	
NAME OF LENDER* Sophia Petroillo	
ADDRESS (Business Address Acceptable) 2121 Blue Sky Parkway, Sacramento	
BUSINESS ACTIVITY, IF ANY, OF LENDER Restaurant Owner	
INTEREST RATE 8 % <input type="checkbox"/> None	TERM (Months/Years) 15 Years
HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
<input type="checkbox"/> Guarantor, if applicable	
Comments:	

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED ☐ No Income - Business Position Only☐ \$500 - \$1,000☐ \$1,001 - \$10,000☐ \$10,001 - \$100,000☐ OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

☐ Salary ☐ Spouse's or registered domestic partner's income
(For self-employed use Schedule A-2.)☐ Partnership (Less than 10% ownership. For 10% or greater use
Schedule A-2.)☐ Sale of _____
(Real property, car, boat, etc.)☐ Loan repayment☐ Commission or ☐ Rental Income, list each source of \$10,000 or more

(Describe)

☐ Other _____
(Describe)
▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED ☐ No Income - Business Position Only☐ \$500 - \$1,000☐ \$1,001 - \$10,000☐ \$10,001 - \$100,000☐ OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

☐ Salary ☐ Spouse's or registered domestic partner's income
(For self-employed use Schedule A-2.)☐ Partnership (Less than 10% ownership. For 10% or greater use
Schedule A-2.)☐ Sale of _____
(Real property, car, boat, etc.)☐ Loan repayment☐ Commission or ☐ Rental Income, list each source of \$10,000 or more

(Describe)

☐ Other _____
(Describe)
▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

HIGHEST BALANCE DURING REPORTING PERIOD

☐ \$500 - \$1,000☐ \$1,001 - \$10,000☐ \$10,001 - \$100,000☐ OVER \$100,000

INTEREST RATE

TERM (Months/Years)

_____% ☐ None

SECURITY FOR LOAN

☐ None ☐ Personal residence☐ Real Property _____
Street address

City

☐ Guarantor _____☐ Other _____
(Describe)

Comments: _____

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 12.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 14.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 9.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 11.)
- Incentive compensation (See Reference Pamphlet, page 13.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 13.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 9.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION Name _____ _____
--

SCHEDULE D

Income – Gifts

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

Comments: _____

Instructions – Schedule D

Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 17)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 11.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a \$630 limit for calendar years 2025 and 2026. The gift limit in calendar year 2024 was \$590. (See Reference Pamphlet, page 11.)
- Code filers – you only need to report gifts from reportable sources.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION Name _____ _____
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SCHEDULE E

Income – Gifts

Travel Payments, Advances, and Reimbursements

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

▶ NAME OF SOURCE *(Not an Acronym)* _____

ADDRESS *(Business Address Acceptable)* _____

CITY AND STATE _____

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(If gift)

▶ MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

Comments: _____

Instructions – Schedule E

Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are **not** required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- **Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for MaryClaire's travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which they are not providing services are likely considered gifts.

Note that the same payment from a 501(c)(3) would NOT be reportable.

▶ NAME OF SOURCE (Not an Acronym)	
Health Services Trade Association	
ADDRESS (Business Address Acceptable)	
1230 K Street, Suite 610	
CITY AND STATE	
Sacramento, CA	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
DATE(S):	AMT: \$ 550.00
(If gift)	
▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input checked="" type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description Travel reimbursement for board meeting.	
▶ If Gift, Provide Travel Destination	

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose.

Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

▶ NAME OF SOURCE (Not an Acronym)	
Chengdu Municipal People's Government	
ADDRESS (Business Address Acceptable)	
2 Caoshi St, CaoShiJie, Qingyang Qu, Chengdu Shi,	
CITY AND STATE	
Sichuan Sheng, China, 610000	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
DATE(S):	AMT: \$ 3,874.38
(If gift)	
▶ MUST CHECK ONE: <input checked="" type="checkbox"/> Gift -or- <input type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description Travel reimbursement for trip to China.	
▶ If Gift, Provide Travel Destination	
Sichuan Sheng, China	

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2025-2026, the gift limit increased to \$630 from a single source during a calendar year. The gift limit in calendar year 2024 was \$590.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 11.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 11.)

Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 15.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original “wet” signature unless filed with a secure electronic signature. (See page 4 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as “acting,” “interim,” or “alternate” must file as if they hold the position because they are or may be performing the duties of the position.

- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse’s income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse’s economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse’s income may not have to be reported. Contact the FPPC for more information.
- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of “doing business in the jurisdiction” is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 14.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.

Questions and Answers Continued

- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.
- Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?
- A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.
- Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?
- A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.
- Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?
- A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.
- Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?
- A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

- Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?
- A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.
- Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?
- A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 15.)

Questions and Answers Continued

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 9.)

Q. My spouse is a partner in a four-person firm where all of their business is based on their own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your spouse's investment in the firm is 10% or greater, disclose 100% of your spouse's share of the business on Schedule A-2, Part 1 and 50% of your spouse's income on Schedule A-2, Parts 2 and 3. For example, a client of your spouse's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 15.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.

Questions and Answers Continued

Gift Disclosure

- Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?
- A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.
- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2025 the gift limit was \$630, so the Bensons may have given the supervisor artwork valued at no more than \$1,260. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.

Board Resolution Number 2025022702

Whereas the San Diego County Board of Supervisors adopted the *Live Well San Diego* vision on July 13, 2010, for a healthy, safe, and thriving San Diego region through this work, the County and partners help organizations and individuals make connections and leverage partnerships to increase their impact in the community; and

Whereas *Live Well San Diego* is the common thread between the work of public and private entities, faith-based and community-based organizations, cities, business community members, and other stakeholders toward a shared vision of a healthier, safe, and more self-sufficient communities; and

Whereas, Altus Schools San Diego and Altus Schools Southern California, a nonprofit public benefit corporation doing business within San Diego County as: Altus Schools Audeo, Altus Schools Charter School of San Diego, Audeo Charter School II, Altus Schools North County, Altus Schools East County, and Altus Schools South Bay share a common philosophy and approach that puts kids first. Altus Schools provide a personalized education to students throughout Southern California. The first school opened in 1993. The focus of Altus Schools is to improve student achievement, create prototypes for educational reform, and improve the quality of life for students, their families, and their community. These nonprofits, state funded public schools redefine how teachers teach, and students learn.

Whereas Altus Schools fulfills the *Live Well San Diego* partner requirements by providing safe and secure learning environments that supports student learning and achievement. The program is student centered and focuses on the whole child to support positive choices while becoming contributing members of their community.

Whereas Altus Schools is committed to continuing to advance *Live Well San Diego* into the future, and is embracing strategies of this initiative in the following ways:

- Altus Schools is WASC accredited, offering individualized, rigorous course plans that meet each student's unique needs. Taught by a highly qualified team, our UC a-g, NCAA, and College Board-approved courses ensure college and career readiness.
- Altus Schools support student health and wellness through a dedicated team offering health screenings, wellness training, and mental health resources. Students receive personalized academic support to ensure uninterrupted learning due to health needs.

- Altus Schools resource centers are conveniently located countywide, providing all students access to a safe, supportive, and well-equipped learning environment. Security is reinforced through regular safety drills, meetings, and trainings on best practices, awareness, and hazard mitigation.
- Altus Schools provides unique learning opportunities through Special Programs like the California Cadet Corps, enabling students to earn academic credit while developing leadership skills and contributing to community service.
- Altus Schools supports college and career readiness through the Early College Credit Program, allowing students to earn both high school and college credits concurrently, thereby enhancing their educational experience and future opportunities after graduation.

Whereas, Altus Schools whole-heartedly supports the *Live Well San Diego* vision and will have the opportunity to collaborate with the network of *Live Well San Diego* champions and partners to achieve the greatest collective impact possible for creating and sustaining safe, healthy, and thriving communities; and

NOW, THEREFORE, BE IT RESOLVED that the Altus Schools Superintendent School Services and Founder is committed to continuing to advance the regional *Live Well San Diego* vision in pursuit of a just, sustainable, and resilient future for all and hereby approves the partnership with *Live Well San Diego* during the Executive Leadership Meeting occurring on Tuesday, November 12, 2024.

APPROVED AND ADOPTED this 27th day of February 2025

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman, Board of Directors Altus Schools Southern California Corporation

Mary Searcy Bixby

Superintendent School Services and Founder, Altus Schools Southern California Corporation

Participation Report: All Students

Month 4: 09/23/2024 - 10/18/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	245	70.3%	83.1%	95.0%	96.5%
Totals September/October 2023	280	247	80.4%	82.6%	95.7%	98.5%
Difference	40	-2	-10.1%	0.5%	-0.7%	-2.0%

**Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	NC	NC1		40	28	66.8%	74.3%	100.0%	98.4%
SD	NC	NC2		40	29	60.5%	71.5%	84.7%	93.5%
SD	NC	NC3		40	29	68.3%	77.1%	94.2%	96.3%
SD	NC	NC4		40	41	99.5%	85.1%	100.0%	98.4%
SD	NC	NC5		40	36	77.5%	80.0%	90.5%	91.4%
SD	SC	SC1		40	30	72.6%	82.0%	96.8%	99.2%
SD	SC	SC2		40	26	61.7%	61.7%	97.1%	97.1%
SD	SC	SC3		40	26	55.7%	40.3%	95.9%	95.0%

Participation Report: All Students

Month 5: 10/21/2024 - 11/15/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	252	72.2%	80.7%	94.1%	96.1%
Totals October/November 2023	280	261	85.0%	83.0%	94.4%	97.7%
Difference	40	-9	-12.8%	-2.3%	-0.3%	-1.6%

**Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	NC	NC1		40	30	69.1%	73.2%	98.1%	98.4%
SD	NC	NC2		40	30	63.7%	69.9%	84.9%	91.8%
SD	NC	NC3		40	30	66.8%	75.1%	91.2%	95.4%
SD	NC	NC4		40	41	98.8%	87.9%	96.4%	97.9%
SD	NC	NC5		40	33	73.4%	78.7%	91.2%	91.4%
SD	SC	SC1		40	31	75.3%	80.6%	98.5%	99.1%
SD	SC	SC2		40	29	64.9%	63.3%	95.2%	96.1%
SD	SC	SC3		40	28	65.7%	46.7%	97.3%	95.8%

Participation Report: All Students

Month 6: 11/18/2024 - 12/13/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	257	73.2%	79.7%	93.0%	95.7%
Totals November/December 2023	280	258	86.5%	83.7%	94.9%	97.3%
Difference	40	-1	-13.3%	-4.0%	-1.8%	-1.7%

**Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	NC	NC1		40	30	70.0%	72.8%	96.3%	98.1%
SD	NC	NC2		40	31	64.2%	69.1%	86.3%	91.1%
SD	NC	NC3		40	31	62.7%	73.4%	84.7%	94.0%
SD	NC	NC4		40	41	98.7%	89.3%	96.3%	97.7%
SD	NC	NC5		40	32	71.7%	77.7%	91.7%	91.4%
SD	SC	SC1		40	33	79.2%	80.4%	96.9%	98.8%
SD	SC	SC2		40	30	71.2%	65.5%	95.1%	95.8%
SD	SC	SC3		40	29	68.3%	50.3%	95.6%	95.8%



Participation Report: All Students Month 4: 09/23/2024 - 10/18/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	280	242	82.1%	78.5%	96.4%	96.5%
Totals September/October 2023	240	243	97.1%	102.4%	97.8%	98.9%
Variance:	40	-1	-15.0%	-23.9%	-1.3%	-2.5%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
RV	MR	MR1		40	37	89.9%	88.9%	98.6%	98.6%
RV	MR	MR2		40	33	79.1%	74.3%	95.9%	95.8%
RV	MR	MR3		40	32	70.4%	72.9%	88.0%	89.9%
RV	MR	MR4		40	36	88.9%	79.3%	100.0%	100.0%
RV	MR	MR5		40	37	92.4%	83.1%	99.9%	98.7%
RV	MR	MR6		40	30	67.9%	62.7%	95.6%	92.7%
RV	MR	MR7		40	37	86.3%	88.3%	96.0%	98.5%



Participation Report: All Students Month 5: 10/21/2024 - 11/15/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	280	254	84.9%	79.8%	95.2%	96.2%
Totals October/November 2023	240	252	100.5%	102.0%	97.8%	98.7%
Variance:	40	2	-15.6%	-22.3%	-2.6%	-2.5%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
RV	MR	MR1		40	37	88.6%	88.8%	95.7%	98.0%
RV	MR	MR2		40	35	85.9%	76.6%	98.6%	96.4%
RV	MR	MR3		40	36	78.9%	74.1%	92.0%	90.3%
RV	MR	MR4		40	38	89.6%	81.4%	95.6%	99.0%
RV	MR	MR5		40	37	89.9%	84.4%	99.6%	98.9%
RV	MR	MR6		40	31	67.1%	63.6%	86.6%	91.3%
RV	MR	MR7		40	40	94.1%	89.5%	96.8%	98.2%



Participation Report: All Students Month 6: 11/18/2024 - 12/13/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	280	265	89.1%	92.4%	96.3%	96.2%
Totals November/December 2023	240	254	102.7%	102.1%	97.8%	98.6%
Variance:	40	11	-13.6%	-9.7%	-1.5%	-2.4%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
RV	MR	MR1		40	39	94.2%	89.5%	100.0%	98.3%
RV	MR	MR2		40	36	84.8%	77.8%	95.5%	96.3%
RV	MR	MR3		40	39	85.8%	75.7%	93.1%	90.7%
RV	MR	MR4		40	39	93.7%	83.0%	97.7%	98.8%
RV	MR	MR5		40	36	89.5%	89.5%	99.4%	99.4%
RV	MR	MR6		40	35	78.8%	65.6%	93.1%	91.6%
RV	MR	MR7		40	41	96.8%	90.5%	95.1%	97.7%



Participation Report: All Students
Month 4: 09/23/2024 - 10/18/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	291	80.9%	86.4%	90.4%	92.5%
Totals September/October 2023	320	265	72.5%	82.2%	89.8%	92.1%
Difference	0	26	8.4%	4.2%	0.6%	0.4%

**Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	EC	EC1		40	29	60.5%	71.3%	87.8%	88.7%
SD	EC	EC2		40	37	82.8%	85.1%	89.5%	91.6%
SD	EC	EC3		40	35	77.2%	78.8%	90.0%	90.8%
SD	EC	EC4		40	33	75.7%	79.1%	94.1%	93.9%
SD	LM	LM1		40	37	79.9%	83.8%	88.4%	93.8%
SD	LM	LM2		40	37	82.2%	83.6%	89.4%	92.8%
SD	PV	PV1		40	42	96.4%	93.3%	92.9%	94.6%
SD	PV	PV2		40	41	92.6%	95.8%	90.5%	94.2%



Participation Report: All Students
Month 5: 10/21/2024 - 11/15/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	292	81.4%	85.4%	90.7%	92.2%
Totals October/November 2023	320	283	78.2%	81.4%	91.0%	91.9%
Difference	0	9	3.2%	4.0%	-0.3%	0.3%

**Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	EC	EC1		40	27	60.8%	69.2%	93.3%	89.5%
SD	EC	EC2		40	36	78.6%	83.8%	87.7%	90.9%
SD	EC	EC3		40	35	74.6%	77.9%	87.2%	90.1%
SD	EC	EC4		40	34	76.4%	78.6%	91.6%	93.4%
SD	LM	LM1		40	38	86.7%	84.3%	92.6%	93.6%
SD	LM	LM2		40	40	80.7%	83.0%	84.4%	91.1%
SD	PV	PV1		40	42	99.1%	94.8%	94.4%	94.5%
SD	PV	PV2		40	40	94.3%	95.5%	94.3%	94.2%



Participation Report: All Students Month 6: 11/18/2024 - 12/13/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	297	82.9%	85.0%	91.4%	92.1%
Totals November/December 2023	320	299	83.4%	81.6%	91.6%	91.8%
Difference	0	-2	-0.5%	3.4%	-0.2%	0.3%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	EC	EC1		40	26	59.2%	67.8%	91.0%	89.7%
SD	EC	EC2		40	36	81.0%	83.4%	91.9%	91.0%
SD	EC	EC3		40	36	77.7%	77.9%	88.9%	89.9%
SD	EC	EC4		40	37	83.2%	79.2%	90.7%	93.0%
SD	LM	LM1		40	39	85.3%	84.5%	88.6%	92.9%
SD	LM	LM2		40	40	85.2%	83.3%	89.6%	90.9%
SD	PV	PV1		40	43	96.0%	95.0%	93.1%	94.3%
SD	PV	PV2		40	40	95.8%	95.5%	96.6%	94.5%



Participation Report: All Students

Month 4: 09/23/2024-10/18/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	200	152	68.3%	75.1%	91.3%	93.1%
Totals September/October 2023	200	139	62.6%	83.9%	91.8%	96.9%
Difference	0	13	5.7%	-8.9%	-0.5%	-3.7%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	ES	ES1		40	37	87.1%	85.1%	94.2%	95.1%
SD	ES	ES2		40	29	64.5%	66.0%	88.9%	92.6%
SD	ES	ES3		40	40	84.5%	87.5%	84.5%	89.1%
SD	ES	ES4		40	12	27.4%	44.9%	97.2%	96.8%
SD	ES	ES5		40	34	78.0%	73.3%	96.4%	94.6%



Participation Report: All Students Month 5: 10/21/2024-11/15/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	200	167	89.9%	74.4%	89.4%	92.4%
Totals October/November 2023	200	142	62.8%	79.1%	89.5%	95.4%
Difference	0	25	27.0%	-4.7%	-0.1%	-3.1%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	ES	ES1		40	42	91.6%	86.4%	90.7%	94.1%
SD	ES	ES2		40	N/A	N/A	N/A	N/A	N/A
SD	ES	ES3		40	41	86.7%	87.3%	86.0%	88.5%
SD	ES	ES4		40	42	86.2%	53.2%	86.0%	93.0%
SD	ES	ES5		40	42	95.0%	77.6%	94.9%	94.6%



Participation Report: All Students Month 6: 11/18/2024-12/13/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	200	168	92.9%	77.0%	89.6%	92.0%
Totals November/December 2023	200	155	67.5%	77.2%	90.2%	94.7%
Difference	0	13	25.4%	-0.2%	-0.6%	-2.7%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	ES	ES1		40	42	93.5%	87.4%	90.5%	93.6%
SD	ES	ES2		40	N/A	N/A	N/A	N/A	N/A
SD	ES	ES3		40	42	92.3%	88.0%	89.5%	88.6%
SD	ES	ES4		40	40	84.3%	57.4%	84.3%	91.1%
SD	ES	ES5		40	44	101.5%	80.9%	93.7%	94.5%



Participation Report: All Students
Month 4: 09/23/2024 - 10/18/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	420	381	83.5%	81.6%	94.2%	95.0%
Totals September/October 2023	360	380	98.3%	98.2%	94.4%	96.1%
Difference	60	1	-14.8%	-16.6%	-0.2%	-1.1%

**Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	BT	BT1		40	43	97.6%	85.8%	90.8%	90.3%
SD	CV	CV1		40	38	87.9%	89.6%	92.5%	93.8%
SD	CV	CV2		40	34	81.6%	85.0%	96.0%	96.8%
SD	CV	CV3		40	37	87.4%	84.8%	94.5%	94.5%
SD	CV	CV4		20	14	62.9%	43.4%	89.8%	92.2%
SD	OR	OR1		40	44	96.2%	86.9%	93.6%	93.2%
SD	OR	OR2		40	41	90.4%	76.3%	90.2%	92.1%
SD	PB	PLB1		40	34	79.9%	74.5%	100.0%	100.0%
SD	PB	PLB2		40	32	79.5%	76.5%	100.0%	100.0%
SD	PB	PLB3		40	32	70.1%	69.5%	91.7%	93.7%
SD	PB	PLB4		40	32	75.3%	66.9%	96.8%	99.1%



Participation Report: All Students Month 5: 10/21/2024 - 11/15/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	440	412	84.8%	88.2%	93.6%	94.7%
Totals October/November 2023	360	393	101.4%	98.9%	93.9%	95.6%
Difference	80	19	-16.6%	-10.7%	-0.3%	-0.9%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	BT	BT1		40	43	94.9%	87.6%	90.1%	90.3%
SD	CV	CV1		40	40	90.8%	89.8%	90.8%	93.2%
SD	CV	CV2		40	34	82.2%	84.4%	96.7%	96.8%
SD	CV	CV3		40	39	87.8%	85.4%	91.7%	93.9%
SD	CV	CV4		20	21	86.8%	53.0%	91.7%	92.0%
SD	OR	OR1		40	44	99.9%	89.5%	90.8%	92.6%
SD	OR	OR2		40	43	99.3%	80.9%	92.4%	92.2%
SD	OR	OR3		20	7	10.5%	10.5%	100.0%	100.0%
SD	PB	PLB1		40	36	82.9%	76.2%	95.5%	99.0%
SD	PB	PLB2		40	36	85.9%	79.7%	100.0%	100.0%
SD	PB	PLB3		40	34	76.1%	70.8%	91.0%	93.1%
SD	PB	PLB4		40	35	84.2%	70.4%	100.0%	99.3%



Participation Report: All Students Month 6: 11/18/2024 - 12/13/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	460	414	83.8%	87.3%	94.4%	94.6%
Totals November/December 2023	360	393	100.5%	99.1%	92.8%	95.2%
Difference	100	21	-16.7%	-11.8%	1.6%	-0.6%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	BT	BT1		40	42	96.2%	88.8%	91.6%	90.5%
SD	CV	CV1		40	39	92.7%	90.2%	95.0%	93.5%
SD	CV	CV2		40	33	82.2%	84.1%	99.6%	97.1%
SD	CV	CV3		40	36	80.8%	84.8%	89.8%	93.3%
SD	CV	CV4		40	23	51.3%	51.0%	91.1%	91.8%
SD	OR	OR1		40	44	101.0%	91.1%	91.8%	92.5%
SD	OR	OR2		40	43	95.8%	83.0%	90.6%	91.9%
SD	OR	OR3		20	9	41.3%	24.1%	99.2%	99.4%
SD	PB	PLB1		40	37	87.5%	77.8%	97.2%	98.7%
SD	PB	PLB2		40	38	91.5%	82.2%	100.0%	100.0%
SD	PB	PLB3		40	35	79.5%	72.0%	94.1%	93.3%
SD	PB	PLB4		40	35	84.2%	72.3%	97.1%	98.9%



Participation Report: All Students Month 4: 09/23/2024 - 10/18/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	400	294	65.8%	73.9%	92.3%	93.8%
Totals September/October 2023	320	293	82.4%	86.3%	91.8%	92.4%
Difference	80	1	-16.6%	-12.4%	0.5%	1.4%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SB	MS	MS1		40	27	60.1%	74.9%	89.1%	90.0%
SB	MS	MS2		40	21	50.0%	75.3%	96.3%	97.8%
SB	MS	MS3		40	9	16.8%	40.7%	100.0%	100.0%
RV	PD	PD1		40	37	79.9%	79.4%	87.4%	89.3%
RV	PD	PD2		40	37	84.7%	83.5%	95.8%	95.1%
RV	PD	PD3		40	35	74.9%	74.6%	86.1%	86.6%
RV	PD	PD4		40	30	62.9%	68.2%	86.1%	87.4%
SB	TZ	TZ1		40	33	80.8%	86.8%	99.7%	99.3%
SB	TZ	TZ2		40	39	85.0%	81.8%	91.9%	93.4%
SB	TZ	TZ4		40	26	63.2%	79.0%	100.0%	97.7%



Participation Report: All Students Month 5: 10/21/2024 - 11/15/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	400	321	71.7%	73.7%	92.1%	93.5%
Totals October/November 2023	320	301	83.2%	85.6%	91.5%	92.3%
Difference	80	20	-11.5%	-11.9%	0.6%	1.2%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SB	MS	MS1		40	27	60.3%	72.3%	89.4%	89.9%
SB	MS	MS2		40	25	53.9%	71.5%	98.9%	97.9%
SB	MS	MS3		40	16	36.4%	39.9%	100.0%	100.0%
RV	PD	PD1		40	38	85.2%	80.4%	90.7%	89.5%
RV	PD	PD2		40	37	86.9%	84.1%	93.9%	94.9%
RV	PD	PD3		40	35	73.6%	74.4%	84.1%	86.2%
RV	PD	PD4		40	35	72.5%	69.0%	85.1%	87.0%
SB	TZ	TZ1		40	36	83.4%	86.2%	98.2%	99.1%
SB	TZ	TZ2		40	40	87.8%	82.9%	88.9%	92.5%
SB	TZ	TZ4		40	32	76.6%	78.6%	99.2%	97.9%



Participation Report: All Students Month 6: 11/18/2024 - 12/13/2024

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	400	331	75.4%	74.1%	92.4%	93.4%
Totals November/December 2023	320	306	85.4%	86.0%	91.2%	92.1%
Difference	80	25	-10.0%	-11.9%	1.2%	1.3%

*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SB	MS	MS1		40	26	60.2%	70.9%	92.6%	90.2%
SB	MS	MS2		40	24	58.8%	70.0%	97.9%	97.9%
SB	MS	MS3		40	19	46.0%	40.6%	100.0%	100.0%
RV	PD	PD1		40	38	85.6%	81.1%	90.1%	89.6%
RV	PD	PD2		40	38	86.7%	84.4%	92.4%	94.6%
RV	PD	PD3		40	37	78.8%	74.9%	90.0%	86.6%
RV	PD	PD4		40	39	81.5%	70.4%	85.9%	86.8%
SB	TZ	TZ1		40	36	88.8%	86.5%	98.6%	99.0%
SB	TZ	TZ2		40	40	84.6%	83.1%	84.6%	91.5%
SB	TZ	TZ4		40	34	82.9%	79.1%	98.8%	98.0%

ALTUS SCHOOLS SOUTHERN CALIFORNIA

DBA –AUDEO CHARTER SCHOOL II • AUDEO VALLEY CHARTER

ALTUS SCHOOLS EAST COUNTY • ALTUS SCHOOLS NORTH COUNTY • ALTUS SCHOOLS SOUTH BAY • MIRUS SECONDARY SCHOOL

(A California Non-Profit Public Benefit Corporation)

Wayland Myers – Chairman

Chris Gordon - Member, Jim Herr – Member, Cristina Stevens - Member

REGULAR BOARD OF DIRECTORS MEETING MINUTES

Thursday, December 5, 2024, 1:00 p.m.

Via Teleconference at

512 Via De La Valle, Suite 207, Solana Beach, CA 92075, 9655 Granite Ridge Road, Suite 100, San Diego, 92123,
4179 Middlesex Drive, San Diego, CA 92116

and at

North Carlsbad RC 3821 Plaza Drive Suite 401, Oceanside, CA 92056, South Carlsbad RC 6965 El Camino Real, Suite 202, Carlsbad, CA 92009,
and Escondido RC 200 E. Via Rancho Parkway, Suite 143, Escondido, CA 92025, and Audeo Valley RC 27130 Eucalyptus Avenue, Suite A,
Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, CA 92020, La Mesa RC 5975 Severin Drive, La Mesa, CA 91942,
Paradise Valley RC 123 Worthington Street, Suite 104, Spring Valley, CA, 91977 and Main Street RC 16967 Main Street, Suite 108, Hesperia, CA
92345, Palm Desert RC 72840 Highway 111, Palm Desert, CA 92260, Topaz RC 14135 Main Street, Suite 203, Hesperia, CA 92345 and Bonita
RC 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E.
Palomar Steet, Suite 202, Chula Vista, CA 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, CA 91950

Access to the live video conference was accessible prior to the start of the meeting at

Audeo II: <https://audeo2.com/board-and-governance/>

Audeo Valley: <https://audeovalley.com/board-and-governance/>

East County: <https://grossmontsecondarycharter.com/board-and-governance/>

North County: <https://audeo3.com/board-and-governance/>

South Bay: <https://sweetwatersecondarycharter.com/board-and-governance/>

Mirus: <https://miruscharter.com/board-of-directors/>

1.0 OPEN SESSION

1.1 Call to Order

Chairman Myers called the meeting to order at 1:00 p.m.

1.2 Roll Call

Members present at the meeting were Chris Gordon, Jim Herr, and Wayland Myers.

Absent: Cristina Stevens.

Also in attendance: Lynne Alipio, Mary Bixby, Veneeta Chan, Alaura Dorociak, Allison Fleck, Sharnita Moore, Angela Neri, Elizabeth Orona, Cathryn Rambo, Tim Tuter, and Tiffany Yandell.

1.3 Establishment of Quorum

The following directors, constituting a quorum of the Board were present at the meeting: Chris Gordon, Jim Herr, and Wayland Myers.

Board member Gordon made the motion and was seconded by Board member Herr to Approve the Establishment of Quorum.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

1.4 Pledge of Allegiance

Chairman Myers led all in the Pledge of Allegiance.

1.5 Approval of Agenda

Board Member Herr made the motion and was seconded by Board Member Gordon to Approve the Agenda.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

2.0 PUBLIC COMMENT

Public comment for items of interest to the public and within the scope of the Altus Schools Southern California Board (non-agenda) shall be no longer than two (2) minutes. Public comment for agenda items shall be no longer than three (3) minutes. Speakers may not yield their time. In meetings held over Zoom, any person who wishes to make a comment on either non-agenda or agenda items shall use the "Raise Hand" feature of Zoom to notify the Board. In accordance with the Brown Act, no discussion or action may occur at this time, but it is the Board's prerogative to respond or give direction to staff. All public comments will be heard at this point in the agenda as ordered below. Each agenda item being commented on will have a maximum of 20 minutes allotted and each non-agenda item will have a maximum of 10 minutes allotted. If necessary, the Board Chair may equivalently decrease the time for each speaker in order to stay within the allotted maximum.

2.1 Non-Agenda Public Comment

There were no comments from the public.

2.2 Agenda Public Comment

There were no comments from the public.

3.0 CLOSED SESSION

Chairman Myers announced Closed Session Items.

3.1 Board Chairman Announcement Regarding Closed Session Items

- 3.1.1 Conference With Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of section 54956.9 (one case)
- 3.1.2 Conference With Labor Negotiators Agency Designated Representative: Board Chair
Unrepresented Employee: Superintendent School Services and Founder

3.2 Public Comment on Closed Session Items

There were no comments from the public.

MOVE TO CLOSED SESSION

Closed session convened at 1:07 p.m.

4.0 RETURN TO OPEN SESSION

Open Session resumed at 1:37 p.m.

4.1 Report out of action taken in closed session, if any.

There was no action taken at Closed Session.

5.0 ADMINISTRATIVE ITEMS

5.1 Approval of Resolution No. 20241205H, Establishing Alternative Retirement Plan for Superintendent School Services and Founder

Chairman Myers reported that Altus Schools has contributed to the retirement of our Superintendent School Services for decades. The establishment of this alternative retirement plan is based on the intention to provide the Superintendent School Services and Founder the value of any lost financial benefits resulting from a failure to receive her retirement benefits under the current retirement plan. The alternative retirement plan will provide the Superintendent School Services and Founder with the same level of benefits she would have received from the current plan.

It was moved by Board Member Gordon and seconded by Board Member Herr to Approve the Board Resolution No. 20241205H, Establishing Alternative Retirement Plan for Superintendent School Services and Founder.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

5.2 Review and Approval of the Alternative Retirement Plan Documents.

Chairman Myers reported that agenda item 6.2 has been tabled.

5.3 Board Chairperson Oral Report Regarding Amendment to the Superintendent School Services and Founder's Employment Agreement

Chairman Myers read out loud that regarding approval of the Superintendent School Services and Founder's employment agreement amendment, it is required by law to indicate, prior to any vote on the employment agreement amendment, that the amendment provides for an alternative retirement plan that shall provide the Superintendent School Services and Founder with a level of retirement benefits equivalent to which she would have received but that are not paid to her by the current retirement plan. The alternative retirement plan will be provided so as not to duplicate any benefits the Superintendent School Services and Founder would actually receive from the current plan.

All other terms in the Superintendent School Services and Founder's employment agreement remain unchanged.

5.4 Approval of the Amendment to the Employment Agreement of Superintendent Schools Services and Founder

Chairman Myers noted that the approval of the amendment to the employment agreement of the Superintendent School Services and Founder, are solely limited to updating the employment agreement to provide the Superintendent School Services and Founder with an alternative retirement plan as outlined in Resolution No. 20241205H approved by the Board. All other terms and conditions of this position's employment agreement would remain the same.

It was moved by Board Member Herr and seconded by Board Member Gordon to Approve the Amendment to the Employment Agreement of Superintendent School Services and Founder.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

5.5 Approval of New Meeting Date for Part II of the Board Workshop Training

It was moved by Board Member Gordon and seconded by Board Member Herr to Approve Monday, January 27, 2025, 8:30 am, as the New Meeting Date for Part II of the Board Workshop Training

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

5.6 Superintendent School Services and Founder's Report

5.6.1 Early College Credit Presentation by Allion Fleck and Alaura Dorociak

The Board Members thanked Allison Fleck and Alaura Dorociak for the informative presentation.

5.7 Strategic Plan Update

5.7.1 School Productivity Indicators

5.7.1.1 Audeo Charter School II

5.7.1.1.1 School Participation Report for the Period of 2024- 2025
Months 1-3: 07/01/2024 – 09/20/2024

5.7.1.2 Audeo Valley Charter

5.7.1.2.1 School Participation Report for the Period of 2024- 2025
Months 1-3: 07/01/2024 – 09/20/2024

5.7.1.3 Altus Schools East County

5.7.1.3.1 School Participation Report for the Period of 2024- 2025
Months 1-3: 07/01/2024 – 09/20/2024

5.7.1.4 Altus Schools North County

5.7.1.4.1 School Participation Report for the Period of 2024- 2025
Months 1-3: 07/01/2024 – 09/20/2024

5.7.1.5 Altus Schools South Bay

5.7.1.5.1 School Participation Report for the Period of 2024- 2025
Months 1-3: 07/01/2024 – 09/20/2024

5.7.1.6 Mirus Secondary

5.7.1.6.1 School Participation Report for the Period of 2024- 2025 Months 1-3: 07/01/2024 – 09/20/2024

Tim Tuter reviewed the School Productivity Indicators with the Board.

6.0 CONSENT AGENDA

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Superintendent School Services and Founder recommends approval of all consent agenda items.

6.1 Consent Action Items for Audeo Charter School II, Audeo Valley Charter, Altus Schools East County, Altus Schools North County, Altus Schools South Bay, and Mirus Secondary for Each School

- 6.1.1 Approval of Board Meeting Minutes for November 6, 2024, October 21, 2024, and September 5, 2024
- 6.1.2 Acceptance of the Audit Report Financial Statements and Supplemental Information for Year Ended June 30, 2024

It was moved by Board Member Herr and seconded by Board Member Gordon to Approve the Consent Action Items 6.1.1 – 6.1.2.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.0 ACTION ITEMS

7.1 Actions Items for Audeo Charter School II

- 7.1.1 Approval of the First Interim Report 2024-2025
It was moved by Board Member Gordon and seconded by Board Member Herr to Approve the First Interim Report 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.1.2 Review the Revised Preliminary Operational Budget Assumptions FY 2024-2025 and Approval of Revised Preliminary Operational Budget FY 2024-2025
The Board Reviewed the Revised Preliminary Operational Budget Assumptions FY 2024-2025. It was moved by Board Member Herr and seconded by Board Member Gordon to Approve Revised Preliminary Operational Budget FY 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.2 Actions Items for Audeo Valley Charter

- 7.2.1 Approval of the First Interim Report 2024-2025
It was moved by Board Member Gordon and seconded by Board Member Herr to Approve the First Interim Report 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.2.2 Review the Revised Preliminary Operational Budget Assumptions FY 2024-2025 and Approval of Revised Preliminary Operational Budget FY 2024-2025
The Board Reviewed the Revised Preliminary Operational Budget Assumptions FY 2024-2025. It was moved by Board Member Herr and seconded by Board Member Gordon to Approve Revised Preliminary Operational Budget FY 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.3 Actions Items for Altus Schools East County

- 7.3.1** Approval of the First Interim Report 2024-2025
It was moved by Board Member Gordon and seconded by Board Member Herr to Approve the First Interim Report 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.3.2** Review the Revised Preliminary Operational Budget Assumptions FY 2024-2025 and Approval of Revised Preliminary Operational Budget FY 2024-2025
The Board Reviewed the Revised Preliminary Operational Budget Assumptions FY 2024-2025. It was moved by Board Member Herr and seconded by Board Member Gordon to Approve Revised Preliminary Operational Budget FY 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.3.3** Approval of Grossmont Secondary School Resolution to Close 57077 Oracle Fund
- 7.3.4** Approval of Altus Schools East County Resolution to Establish a Charter School Enterprise Fund (62-00)
It was moved by Board Member Gordon and seconded by Board Member Herr to Combine and Approve Agenda Items 7.3.3 and 7.3.4.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.4 Actions Items for Altus Schools North County

- 7.4.1** Approval of the First Interim Report 2024-2025
It was moved by Board Member Herr and seconded by Board Member Gordon to Approve the First Interim Report 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.4.2** Review the Revised Preliminary Operational Budget Assumptions FY 2024-2025 and Approval of Revised Preliminary Operational Budget FY 2024-2025
The Board Reviewed the Revised Preliminary Operational Budget Assumptions FY 2024-2025. It was moved by Board Member Gordon and seconded by Board Member Herr to Approve Revised Preliminary Operational Budget FY 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.4.3** Approval of Audeo Charter School III Resolution to Close 57645 Oracle Fund
- 7.4.4** Approval of Altus Schools North County Resolution to Establish a Charter School Enterprise Fund (62-00)
It was moved by Board Member Herr and seconded by Board Member Gordon to Combine and Approve Agenda Items 7.4.3 and 7.4.4.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.5 Actions Items for Altus Schools South Bay

- 7.5.1** Approval of the First Interim Report 2024-2025
It was moved by Board Member Gordon and seconded by Board Member Herr to Approve the First Interim Report 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.
- 7.5.2** Review the Revised Preliminary Operational Budget Assumptions FY 2024-2025 and Approval of Revised Preliminary Operational Budget FY 2024-2025
The Board Reviewed the Revised Preliminary Operational Budget Assumptions FY 2024-2025. It was moved by Board Member Herr and seconded by Board Member Gordon to Approve Revised Preliminary Operational Budget FY 2024-2025.
Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.5.3 Approval of Sweetwater Secondary School Resolution to Close 57231 Oracle Fund

7.5.4 Approval of Altus Schools South Bay Resolution to Establish a Charter School Enterprise Fund (62-00)

It was moved by Board Member Gordon and seconded by Board Member Herr to Combine and Approve Agenda Items 7.5.3 and 7.5.4.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.6 Actions Items for Mirus Secondary

7.6.1 Approval of the First Interim Report 2024-2025

It was moved by Board Member Herr and seconded by Board Member Gordon to Approve the First Interim Report 2024-2025.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

7.6.2 Review the Revised Preliminary Operational Budget Assumptions FY 2024-2025 and Approval of Revised Preliminary Operational Budget FY 2024-2025

The Board Reviewed the Revised Preliminary Operational Budget Assumptions FY 2024-2025.

It was moved by Board Member Gordon and seconded by Board Member Herr to Approve Revised Preliminary Operational Budget FY 2024-2025.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

8.0 BOARD ANNOUNCEMENTS AND COMMENTS

From time to time, the Board has topics of interest that they would like to share with the community. These are informational in nature and do not require action.

There were no comments or announcements.

9.0 ADJOURNMENT

It was moved by Board Member Gordon and seconded by Board Member Herr to adjourn the meeting at 2:28 p.m.

Ayes – 3, Nays – 0, Absent – 1, Abstain – 0, Motion Approved.

ALTUS SCHOOLS SOUTHERN CALIFORNIA

DBA –AUDEO CHARTER SCHOOL II ▪ AUDEO VALLEY CHARTER

ALTUS SCHOOLS EAST COUNTY ▪ ALTUS SCHOOLS NORTH COUNTY ▪ ALTUS SCHOOLS SOUTH BAY ▪ MIRUS SECONDARY

(A California Non-Profit Public Benefit Corporation)

Wayland Myers – Chairman

Chris Gordon - Member, Jim Herr – Member, Cristina Stevens - Member

SPECIAL BOARD OF DIRECTORS WORKSHOP TRAINING - PART II MINUTES

Monday, January 27, 2025, 8:30 a.m.

Via Teleconference at

512 Via De La Valle, Suite 208, Solana Beach, CA 92075, 9655 Granite Ridge Road, Suite 100, San Diego, 92123

4179 Middlesex Drive, San Diego, CA 92116, 15548 Firerock Lane, Moreno Valley, CA 92555

and at

North Carlsbad RC 3821 Plaza Drive Suite 401, Oceanside, CA 92056, South Carlsbad RC 6965 El Camino Real, Suite 202, Carlsbad, CA 92009, and Escondido RC 200 E. Via Rancho Parkway, Suite 143, Escondido, CA 92025, and Audeo Valley RC 27130 Eucalyptus Avenue, Suite A, Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, CA 92020, La Mesa RC 5975 Severin Drive, La Mesa, CA 91942, Paradise Valley RC 123 Worthington Street, Suite 104, Spring Valley, CA, 91977 and Main Street RC 16967 Main Street, Suite 108, Hesperia, CA 92345, Palm Desert RC 72840 Highway 111, Palm Desert, CA 92260, Topaz RC 14135 Main Street, Suite 203, Hesperia, CA 92345 and Bonita RC 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E. Palomar Street, Suite 202, Chula Vista, CA 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, CA 91950

Access to the live video conference was accessible prior to the start of the meeting at

Audeo II: <https://audeo2.com/board-and-governance/>

Audeo Valley: <https://audeovalley.com/board-and-governance/>

East County: <https://grossmontsecondarycharter.com/board-and-governance/>

North County: <https://audeo3.com/board-and-governance/>

South Bay: <https://sweetwatersecondarycharter.com/board-and-governance/>

Mirus: <https://miruscharter.com/board-of-directors/>

1.0 OPEN SESSION

1.1 Call to Order

Chairman Myers called the meeting to order at 8:32 a.m.

1.2 Roll Call

Members present at the meeting were Chris Gordon, Jim Herr, Wayland Myers, and Cristina Stevens. Also in attendance: Lynne Alipio, Wade Aschbrenner, Mary Bixby, Veneeta Chan, Allison Fleck, Trevor Golledge, Sharnita Moore, Angela Neri, Elizabeth Orona, Cathryn Rambo and Tim Tuter.

1.3 Establishment of Quorum

The following directors, constituting a quorum of the Board were present at the meeting: Chris Gordon, Jim Herr, Wayland Myers, and Cristina Stevens.

Board member Gordon made the motion and was seconded by Board member Stevens to Approve the Establishment of Quorum.

Ayes – 4, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

1.4 Pledge of Allegiance

Chairman Myers led all in the Pledge of Allegiance.

1.5 Approval of Agenda

Board member Herr made the motion and was seconded by Board member Gordon to Approve the Agenda.

Ayes – 4, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

2.0 PUBLIC COMMENT

Public comment for items of interest to the public and within the scope of the Altus Schools Southern California Board (non-agenda) shall be no longer than two (2) minutes. Public comment for agenda items shall be no longer than three (3) minutes. Speakers may not yield their time. In meetings held over Zoom, any person who wishes to make a comment on either non-agenda or agenda items shall use the “Raise Hand” feature of Zoom to notify the Board. In accordance with the Brown Act, no discussion or action may occur at this time, but it is the Board’s prerogative to respond or give direction to staff. All public comments will be heard at this point in the agenda as ordered below. Each agenda item being commented on will have a maximum of 20 minutes allotted and each non-agenda item will have a maximum of 10 minutes allotted. If necessary, the Board Chair may equivalently decrease the time for each speaker in order to stay within the allotted maximum.

2.1 Non-Agenda Public Comment

There were no comments from the public.

2.2 Agenda Public Comment

There were no comments from the public.

3.0 BOARD WORKSHOP/TRAINING-PART II

Paul Minney and Kayla Haydu from Young, Minney & Corr Law Firm provided Part II of the Comprehensive Professional Development Training to the Board on New Laws Affecting Charter Schools and Critical Case Updates.

4.0 BOARD ANNOUNCEMENTS AND COMMENTS

From time to time, the Board has topics of interest that they would like to share with the community. These are informational in nature and do not require action.

There were no comments.

5.0 ADJOURNMENT

It was moved by Board member Stevens and seconded by Board member Herr Stevens to adjourn the meeting at 9:32 a.m.

Ayes – 4, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

3110**Suspension and Expulsion Policy and Procedures**

Amended: May 5, 2009;¹ February 16, 2022;² December 7, 2022;³ June 22, 2023;⁴ February 28, 2024;⁵ June 26, 2024;⁶ ~~February 27, 2025~~

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This Student Suspension and Expulsion Policy and Procedures has been established by the Board of Directors of Altus Schools Southern California in order to promote learning and protect the safety and well-being of all students at the following schools: ~~Audeo Charter School II, Altus Schools Coachella Valley, Altus Schools East County, Altus Schools Mirus, Altus Schools North County, Altus Schools South Bay, Audeo Charter School II, and Audeo Valley Charter School, Altus Schools East County, Mirus Secondary and Altus Schools South Bay~~ (hereinafter collectively referred to as "Charter School").

In adopting this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's Policy and Procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians^{1a} are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available on request at the School Coordinator's

¹ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

office. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the [Individuals with Disabilities Education Improvement Act of 2004](#) ("IDEA") or who is qualified for services under Section 504 of the [Rehabilitation Act of 1973](#) ("Section 504") will be subject to the same grounds for suspension and expulsion and will be accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student, and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. **Discretionary Suspension Offenses.** Students may be suspended when ~~the School Coordinator or designee determines it is determined~~ [the School](#) the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another; except self-defense.

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- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- ~~k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.~~
- k) ~~k)~~ Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) ~~lm)~~ Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) ~~mm)~~ Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) ~~nn)~~ Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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~~o) (p)~~ Engaged in, or attempted to engage in hazing. For the purposes of this Policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this Policy, “hazing” does not include athletic events or school-sanctioned events.

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~~p) (q)~~ Made terroristic threats against school officials and/or school property, which includes but ~~is~~ not limited to electronic files and databases. For purposes of this Policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for ~~his or her~~ their immediate family’s safety, or for the protection of school property, which includes but ~~is~~ not limited to electronic files and databases, or the personal property of the person threatened or their immediate family.

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~~q) (r)~~ Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this Policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 7 to 12, inclusive.

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~~r) (s)~~ Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This section shall apply to students in any of grades 7 to 12, inclusive.

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~~s) (t)~~ Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This ~~section provision~~ shall apply to students in any of grades 7 to 12, inclusive.

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~~t) (u)~~ Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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1) ~~u)~~ “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are

directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

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iii. An act of cyber sexual bullying.

- (a) For purposes of this Policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this Policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) ~~iv~~ A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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v) ~~v~~ Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.

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2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion ~~for any of the following acts~~ when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.
- b) Brandished a knife at another person.

- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault ~~or committed a sexual battery~~ as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) ~~g)~~ Caused or attempted to cause damage to school property or private property, which includes but is not limited to; electronic files and databases

g) ~~h)~~ Stole or attempted to steal school property or private property, which includes but is not limited to; electronic files and databases

h) ~~i)~~ Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) ~~j)~~ Committed an obscene act or engaged in habitual profanity or vulgarity.

j) ~~k)~~ Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) ~~l)~~ Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases

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l) ~~h)~~ Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

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m) ~~h)~~ Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

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n) ~~h)~~ Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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o) ~~h)~~ Engaged in, or attempted to engage in hazing. For the purposes of this Policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

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p) ~~h)~~ Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases For purposes of this Policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases or the personal property of the person threatened or their immediate family.

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q) ~~h)~~ Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this Policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section provision shall apply to students in any of grades 7 to 12, inclusive.

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r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 7 to 12, inclusive.

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s) ~~h)~~ Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by

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creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 7 to 12, inclusive.

- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with their academic performance.
- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

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- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:

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- (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
- (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

- (a) For purposes of this Policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this ~~clause~~ Policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities

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- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) -A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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v) ~~↔~~ Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.

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4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion ~~for any of the following acts~~ when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.

b) Brandished a knife at another person.

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c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

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d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or ~~dangerous-destructive~~ device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

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C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the School Coordinator or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the School Coordinator or designee.

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The conference may be omitted if the School Coordinator or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is

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suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(j)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. ~~No penalties may~~ Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone, by email, or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student as well as ~~In addition, the notice may also state~~ the date and time when the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

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3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the School Coordinator or designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

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This determination will be made by the School Coordinator or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

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In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial ASSC Board of Directors following a hearing before it, or by the neutral and impartial ASSC Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the ASSC Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the School Coordinator or designee determines that the student has committed an expellable offense, and recommends the student for expulsion. In the event an Administrative Panel hears the case, it will make a recommendation to the ASSC Board of Directors for a final decision whether to expel. The hearing shall be held in ~~closed-a confidential setting~~ session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing).

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian via email or other means at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. An explanation of ~~the~~ the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;

6. An explanation of ~~the~~ the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of ~~the~~ the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of ~~the~~ the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five ~~calendar~~ days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the

presiding officer from exercising ~~his or her~~ their discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The ~~decision~~ determination of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing or as soon as practicable. The decision of the Board is final. If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The School Coordinator or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and ~~student's~~ parent/guardian. This notice shall also include the following: a) Notice of the specific offense committed by the student; and b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The School Coordinator or designee shall send a copy of the written notice of the decision to expel to the ~~chartering authority~~ student's district of residence. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

K. Disciplinary Records

Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the ASSC Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the School Coordinator or designee and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The School Coordinator or designee shall make a recommendation to the Board [of Directors](#) following the meeting regarding their determination. The Board shall then make a final decision regarding readmission or admission of [the](#) student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon [the](#) Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Removal Due to Noncompliance with Independent Study Requirements

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after two (2) missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for noncompliance with independent study requirements shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative ~~alternative~~ educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- c) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- d) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- e) Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If ~~the~~ Charter School-, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C Section 1415(k), until the expiration of the forty-five (45) day_time period provided for in an interim alternative educational setting, unless the Parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The School Coordinator or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if

| requested by the parents; however the student shall remain in the education placement determined by [the](#) Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Audeo Valley Charter School

CHARTER SCHOOL NAME

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named Charter School, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign contracts, Financial Statements/Reports, checks and orders drawn on the funds of the charter school.

These approved signatures are valid for the period of: July 1, 2024 to June 30, 2025
In accordance with governing board approval dated February 27, 20 2025.

Signature _____ Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature and have every authorized signor physically sign the form.

Column 1

Signatures of Members of the Governing Board:

SIGNATURE
TYPED NAME Wayland Myers
Chairman of the Board
SIGNATURE
TYPED NAME Chris Gordon
Member of the Board
SIGNATURE
TYPED NAME Jim Herr
Member of the Board
SIGNATURE
TYPED NAME Cristina Stevens
Member of the Board
SIGNATURE
TYPED NAME Mary Searcy Bixby
Superintendent of School Services and Founder
SIGNATURE
TYPED NAME Lynne H. Alipio
Secretary and Treasurer of the Corporation
SIGNATURE
TYPED NAME
Member of the Board

If the Board has given special instructions for signing payments/checks or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of the Governing Board authorized to sign checks, Salary Payments or Commercial Payments, Financial Statements/Reports, and Contracts:

SIGNATURE
TYPED NAME Mary Searcy Bixby
TITLE Superintendent of School Services and Founder
SIGNATURE
TYPED NAME Lynne H. Alipio
TITLE Chief Business Officer and CFO
SIGNATURE
TYPED NAME Veneeta Chan
TITLE Finance Administrator
SIGNATURE
TYPED NAME Timothy Tuter
TITLE Deputy Superintendent Schools Services -Employment Contract
SIGNATURE
TYPED NAME Tiffany Yandell
TITLE Director of Operations and Technology - Vendor Contracts
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS 2	ORDERS FOR COMMERCIAL PAYMENTS 2
CHECKS 2	CONTRACTS 1