



Health Sciences High and Middle College

HSHMC Board Meeting

Published on August 25, 2022 at 2:20 PM PDT

Date and Time

Wednesday August 31, 2022 at 10:00 AM PDT

Location

Via Zoom

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:00 AM
A. Record Attendance			1 m
B. Call the Meeting to Order		Frederick Johnson	1 m
C. Approve Minutes	Approve Minutes	Frederick Johnson	1 m
Approve minutes for June 7, 2022 Board Meeting on June 7, 2022			
II. Information Items			10:03 AM
A. HSHMC Highlights	FYI	Sheri Johnson	2 m
B. 2022 Planning Communication Letter - Eide Bailly	FYI	Sheri Johnson	1 m
C. Contract Updates	FYI	Ian Pumpian	1 m
III. CLOSED SESSION			
IV. Action Items - Consent Agenda			10:07 AM
A. 2021-2022 Unaudited Actuals	Discuss	Douglas Fisher/Finance Advisory	5 m
B. Conflict of Interest Code:	Discuss	Sheri Johnson	1 m

	Purpose	Presenter	Time
Biennial Review - HSHMC originally approved in 2008. District asked for a more recent approval at the last site visit. There are minor revisions to the policy for approval.			
C. 2022-2023 Fiscal Control Policy Annual review and approval required.		Ian Pumpian	1 m
D. 2022-2023 School Safety Plan Annual review and approval.	Discuss	Dominique Smith	10 m
E. 2022-2023 Athletic Department Emergency Plan Annual review and approval.	Discuss	Donimique Smith	2 m
F. Employee Handbook 2022-2023 Employee Handbook for review and approval.	Discuss	Javier Vaca	2 m
G. Student Handbook 2022-2023 Student Handbook for review and approval	Discuss	Sheri Johnson	2 m
H. HSHMC Family Calendar 22-23	Discuss	Sheri Johnson	1 m
I. 2022-2023 Instructional Minutes	Discuss	Sheri Johnson	1 m
J. 2022-2023 Discipline Policy	Discuss	Sheri Johnson	1 m
K. 2022-2023 Suicide Prevention Policy	Discuss	Ian Pumpian	1 m
L. Migrant Coursework and Graduation Requirement Procedures	Discuss	Ian Pumpian	1 m
M. Consent Agenda Vote Consent Agenda Vote on Items A-L	Vote	Frederick Johnson	5 m
V. Closing Items			10:40 AM
A. Adjourn Meeting		Frederick Johnson	1 m

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	C. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for June 7, 2022 Board Meeting on June 7, 2022 Minutes 6-7-2022 copy.pdf

APPROVED



Health Sciences High and Middle College

Minutes

June 7, 2022 Board Meeting

Date and Time

Tuesday June 7, 2022 at 9:30 AM

Location

HSHMC (Virtual via Zoom)

Directors Present

D. Gross (remote), F. Johnson (remote), F. McFarlane (remote), J. Kramer (remote), M. Hayden-Cook (remote)

Directors Absent

S. Evans

Ex Officio Members Present

D. Fisher (remote), I. Pumpian, S. Johnson

Non Voting Members Present

D. Fisher (remote), I. Pumpian, S. Johnson

Guests Present

J. Vaca

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

F. Johnson called a meeting of the board of directors of Health Sciences High and Middle College to order on Tuesday Jun 7, 2022 at 9:30 AM.

C.

Approve Minutes

F. McFarlane made a motion to approve the minutes from May 12, 2022 Board Meeting on 05-12-22.

D. Gross seconded the motion.

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

Roll Call

D. Gross	Aye
F. McFarlane	Aye
J. Kramer	Aye
F. Johnson	Aye
M. Hayden-Cook	Aye
S. Evans	Absent

II. Information Items

A. Interwork Visitors

Fred McFarlane shared that he brought a group of about 25 rehabilitation professionals to HSHMC who met with students and staff to learn about the school's college and career model and student transition plans. It was expressed that the visit was insightful and even life-changing for some.

B. HSHMC Highlights

Sheri Johnson shared the following with the board:

- HSHMC received the Classroom of the Future Foundation Achieve Award for its College and Career Tutoring Center. The recognition came with a \$5,000 award as well.
- 24 seniors completed their spring CNA program. 15 have taken state boards and passed 9 others will sit for their exams in July.
- 6 seniors in the school's fire-science program completed their spring EMT course at Miramar college and passed their certifications.
- Board members were invited to Senior graduation on June 13 at 6:00 pm at SDSU's Open Air Theatre.
- Sharp Healthcare held one last clinic here on campus yesterday for Covid boosters for our staff, students and their families. HSHMC expresses its gratitude to the partnership between Sharp and HSHMC and the heroic efforts made to get all our staff and students fully vaccinated.

Ian Pumpian shared the following with the board:

- HSHMC plans to offer a smaller, more traditional independent study program next year rather than the large distance learning program offered this year. Pumpian is seeking space back at the 4283 El Cajon Blvd. location where we held ISP prior to COVID

C. Dashboard Local Indicator Reports

Sheri Johnson shared the Dashboard Local Indicators with the board. Copy attached.

III. Action Items - Consent Agenda

A.

2021-2022 Estimated Actuals and 2022-2023 Preliminary Budget

As a representative of the financial advisory group, Doug Fisher reviewed the 2021-2022 estimated actuals and the 2022-2023 preliminary budget with the board. It is most likely that there will be a revised budget that will come back to the board after all of the adjustments have been made.

Board noted the budget reflects monies spent on HSHMC's practice of supporting teachers educational expertise and growth by offering tuition reimbursement.

B. 2022-23 LCAP and Annual Update

Open hearing was held at the May 12, 2022 meeting. No additional comments were made. School is requesting approval of the 2022-2023 LCAP and Annual Updated, the Budget Overview for Parents, and the LCAP Supplement presented at its 2/25/2022 board meeting.

C. 2022-2023 CONAPP

Pumpian recommended approval for the Consolidated Application (ConApp) that is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Documentation is provided addressing each of the mandated components for the high school plan.

D. 2022-2023 EPA Expenditures

Ian Pumpian recommended approval of the 2022-2023 EPA Resolution. This general aid State funding, is part of Prop 30 to make up some of the funding gaps in the last couple years. This Resolution requires board approval and must be publicly posted on the school's website

E. Nomination of Board Member

Ian Pumpian requested the nomination of Deanne White to serve on HSHMC's Board on Directors beginning in the fall of 2022. It was noted that HSHMC plans to add a student representative to the board as well in the fall and that a process to do so is being developed through the school's ASB.

F. Consent Agenda Vote

J. Kramer made a motion to Accept and approve the consent agenda (items A-E).
D. Gross seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

D. Gross	Aye
F. McFarlane	Aye
S. Evans	Absent
F. Johnson	Aye
M. Hayden-Cook	Aye
J. Kramer	Aye

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:31 AM.

Respectfully Submitted,
S. Johnson

Documents used during the meeting

- 5-12-2022 - Minutes.pdf
- HSHMC Local Indicator 2022.draft.docx
- 2021-22 Estimated Actuals and 2022-23 Preliminary Budget Health Sciences High.xlsx
- HSHMC LCAP 6.3.22.final draft.pdf
- HSHMC Budget Overview for Parents _ Report 2022-23.pdf
- HSHMC _ Supplement to Annual Update.pdf
- 2022-23 CONAPP Health Sciences.docx
- 2022-22 and 22-23 EPA Resolution Health Sciences.docx
- Deanna White Resume 2022.docx

Dan Gross and Janie Kramer asked for data on active shooter training and what the community standard is. HSHMC will research and report this information to the board.

DRAFT



Health Sciences High and Middle College

Minutes

June 7, 2022 Board Meeting

Date and Time

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D. Gross	Aye
M. Hayden-Cook	Aye
S. Evans	Absent
F. McFarlane	Aye
J. Kramer	Aye
F. Johnson	Aye

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D. Gross seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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F. Johnson	Aye
F. McFarlane	Aye
J. Kramer	Aye
S. Evans	Absent
M. Hayden-Cook	Aye

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Coversheet

2022 Planning Communication Letter - Eide Bailly

Section: II. Information Items
Item: B. 2022 Planning Communication Letter - Eide Bailly
Purpose: FYI
Submitted by:
Related Material:
Health Sciences and Middle College 2022 Communication With Governance During
Planning with Single Audit_.pdf



June 21, 2022

To the Governing Board
Health Sciences and Middle College
San Diego, California

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of Health Sciences and Middle College (the Organization) as of and for the year ended June 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

As stated in our engagement letter dated March 1, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the *2021-2022 Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting*, issued by the California Education Audit Appeals panel as regulations for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual report includes only the information identified in our report.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

- Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the organization may have the ability to override controls that the organization has implemented. Management may override the organization's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the organization's financial performance or with the intent of concealing fraudulent transactions.
- Revenue Recognition – We identified revenue recognition as a significant risk due to financial and operational incentives for the organization to overstate revenues.

We expect to begin our audit on a mutually agreed upon date and issue our report on or prior to December 15, 2022.

This information is intended solely for the information and use of the Governing Board and management of the Health Sciences and Middle College and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "Eide Sully LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California

Coversheet

Contract Updates

Section:	II. Information Items
Item:	C. Contract Updates
Purpose:	FYI
Submitted by:	
Related Material:	BB Construction Contract.pdf 4283-250_HSHMC_Lease Agreement_2022-23.pdf



Brady Brown Construction INC

1835A S. Centre City Pkwy #502
Escondido, CA 92025
Office: (858) 442-8946
Fax : (760) 658-6427
brady@bbctenniscourts.com
bbctenniscourts.com

CA Contractor License #812539
CA Corp. #3853127

Proposal and Contract #2267 (Revised)

Date: August 16, 2022

Proposal Submitted To:

From: Brady Brown

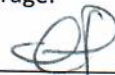
Ian Pumpian 619.972.252 ipumpian@sdsu.edu
Javier Vaca jvaca@hshmc.org 619.838.4016

This contract entered on the 14th day of August, 2022 between Brady Brown Construction (GENERAL CONTRACTOR) and the Health Science Academy (CUSTOMER) LOCATED AT 3910 University Ave, San Diego, Ca. Contractor shall be responsible to furnish all materials, labor, and equipment necessary to complete the following work, as agreed by Contractor and Customer:

Concrete Surface Preparation

1. BBC to Diamond Grind surface to be painted as needed for proper profile.
2. BBC to level surface as need with cement self-leveling liquid patch as needed.
3. BBC to apply coats of Acrylic Resurfacer with multi-grit sand texture for coverage.

Amount for the above: **\$17,500.00**

Initial: 

Surfacing of New Basketball and Soccer Area

1. Contractor to acid wash and clean entire surface and with 4,000 psi pressure washer and deck scrubber.
2. Contractor to apply concrete primer to entire slab.
3. BBC to patch all saw cuts with binder patch material.
4. Contractor to apply (1-2) coats of Acrylic Resurfacer containing large aggregate (60) Silica sand to fill all gaps and voids in over entire surfaces.
5. Contractor to apply (1) coat of acrylic silica (90) grit sanded color to surface for a uniform texture coating.
6. Contractor to apply (1) coat of non-sanded acrylic color to seal sanded surface and show true color.
7. Contractor to stripe for Basketball, Volleyball, and Futsal with Line Prime and Textured White Acrylic or desired color.

Basketball Systems, Net Divider

1. Contractor to furnish and assemble (2) full size 72" portable Basketball systems.





Brady Brown Construction INC

1835A S. Centre City Pkwy #502
Escondido, CA 92025
Office: (858) 442-8946
Fax : (760) 658-6427
brady@bbctenniscourts.com
bbctenniscourts.com

CA Contractor License #812539
CA Corp. #3853127



2. Contractor to stretch and tighten cable across playing area.
3. Contractor to furnish and install (1) 61' long by appropriate height (To fit with vertical existing posts) sport netting with sliding carabiners and lead weighted bottom to divide play areas

Amount for ALL the above: \$29,500.00

Initial:

- New Surface should last 5-7 years with proper play, cleaning and maintenance. Foliage and bird droppings can stain a new surface if not washed in a matter of weeks.

Brady Brown Construction offers a 2 year guarantee on all material and labor. Brady Brown Construction cannot guarantee that small hairline cracks will not re-appear from patched saw cuts.

Provisions above and any other attachments are included and part of this contract. The parties have executed this contract the date written and signed below.

CONTRACTOR

Brady Brown Construction

Date: June 14, 2022,

Print: Brady Brown

Sign:

CUSTOMER

Date: 8/25/22

Print: Ian Pumpian

Sign:



**4283 EL CAJON BLVD. BUILDING
SAN DIEGO, CALIFORNIA**

OFFICE LEASE AGREEMENT

BETWEEN

**SAN DIEGO STATE UNIVERSITY FOUNDATION,
a California non-profit corporation doing business as
San Diego State University Research Foundation**

(“LANDLORD”)

AND

**HEALTH SCIENCES HIGH SCHOOL AND MIDDLE COLLEGE INC.,
a California non-profit corporation**

(“TENANT”)

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INELIGIBILITY FOR RELOCATION ASSISTANCE AND BENEFITS. 23**

EXHIBITS:

- Exhibit A Floor Plan Depicting Premises
- Exhibit B Building Rules and Regulations

Addendum No. 1 MEDICAL OFFICE PROVISIONS

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (“**Lease**”) is made and entered into as of the Effective Date, as defined below, by and between SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit corporation doing business as San Diego State University Research Foundation (“**Landlord**”), and HEALTH SCIENCES HIGH SCHOOL AND MIDDLE COLLEGE INC., a California non-profit corporation (“**Tenant**”).

BASIC LEASE INFORMATION

- A. **Date of Lease:** As of August 18, 2022, for reference purposes only, and effective on the date on which each party has signed and delivered a copy of this Lease to the other party, presumed to be the latter of the signature dates below (“**Effective Date**”).
- B. “**Building**” means the building located at 4283 El Cajon Blvd, in the City of San Diego, County of San Diego, State of California 92115.
- C. “**Premises**” means Suite 250 of the Building, as generally depicted on Exhibit A to this Lease. The Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and the Usable Square Footage of the Premises set forth below are deemed correct and shall not be re-measured.
- D. “**Tenant Parking Spaces**” means the parking ratio of 4.0/1,000 Usable Square Feet of the Premises in the surface and garage lot parking areas which Tenant is entitled to use pursuant to Section 4(g) below.
- E. “**Rentable Square Footage of the Building**” means approximately 54,815 square feet.
- F. “**Rentable Square Footage of the Premises**” means approximately 1,373 square feet.
- G. “**Usable Square Footage of the Premises**” means approximately 1,161 square feet.
- H. “**Base Rent**”: The Base Rent shall be the following during the following periods of the initial Term.

Months of Term		Monthly Base Rent
1-10	August 15, 2022-June 30, 2023	\$2.36
11-12	July 1, 2023-August 31, 2023	\$3,402.29

- I. “**Tenant's Pro Rata Share**”: 2.5 percent. (Determined by dividing the Rentable Square Footage of the Premises by the Rentable Square Footage of the Building.)
- J. “**Term**” means a period of twelve (12) full calendar months, plus any fraction of a calendar month between the Commencement Date and the first day of the first full calendar month of the Term. The Term shall commence on August 15, 2022 (“**Commencement Date**”) and, unless terminated early in accordance with this Lease, shall end on August 31, 2023 (“**Expiration Date**”).
- K. “**Tenant Improvements**” means Landlord at its sole cost and expense, utilizing building standard materials and finishes, add a separation wall between Suite 245 and 250, paint, install carpet over

pad, remove the film from the windows, replace stained or brown ceiling tiles, ensure lights are clean and operational and replace the HVAC unit.

- L. **“Tenant Improvement Allowance”** per details above in section K.
- M. **“Security Deposit”** means \$3,402.29.
- N. **“Permitted Use”**: General office purposes and for no other use or purpose (unless the Landlord provides express written consent for a revision to the Permitted Use, which Landlord may withhold at its sole and absolute discretion); provided, however, if the following box is checked and initialed by both parties, then (a) Tenant shall use the Premises for medical office purposes and for no other use or purpose (unless the Landlord provides express written consent for a revision to the Permitted Use, which Landlord may withhold at its sole and absolute discretion); and (b) the Addendum entitled "Medical Office Provisions" attached hereto shall apply.

Medical Office Lease

- O. **"Notice Addresses"**:

Tenant: Health Sciences High School and Middle College Inc.
4283 El Cajon Blvd., Suite 250
San Diego, CA 92115
Attention: Ian Pumpian
Telephone: 619.528.9070
Email: ipumpian@sdsu.edu

Landlord: San Diego State University Research Foundation,
5250 Campanile Drive, 4th Floor
San Diego, California 92182-1999
Telephone: 619.594.5761
Email: sdsurffacilities@sdsu.edu

NOTE: Telephone numbers and email addresses are provided for convenience only. Pursuant to Section 27, notices pursuant to this Lease must be delivered in person, by messenger, by overnight courier or by certified mail, return receipt requested. Communication by telephone or email is not effective as a notice, except that notice by telephone is permitted pursuant to provisions of this Lease expressly permitting oral notice.

- P. **“Business Day(s)”** are Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King, Jr. Day, Cesar Chavez Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day (**“Holidays”**). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by other office buildings in the area where the Building is located.
- Q. **“Landlord Related Parties”** means the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns.
- R. **“Law(s)”** means all laws, statutes, codes (including building codes), ordinances, rules, regulations and orders promulgated or issued by any federal, state or local governmental entity (whether

executive, administrative, legislative or judicial) with jurisdiction over the Building or any business, use or operation therein, as the same may be amended, superseded, supplemented, modified or revised.

- S. **“Normal Business Hours”** for operation of the Building are 8:00 a.m. to 5:00 p.m. on Business Days, Monday through Friday. Operating hours for HVAC are 7:00 a.m. to 6:00 p.m. on Business Days, Monday through Friday.
- T. **“Property”** means the Building and the parcel(s) of land on which the Building is located and, at Landlord's discretion, the Building garage and other improvements serving the Building, if any, and the parcel(s) of land on which they are located.
- U. **“Person”** means any natural person or persons in individual or representative capacities and any entity or entities recognized by Law, including, without limitation, corporations, partnerships, limited liability companies and associations, or any combination of natural persons and entities.
- V. **“Including”** or **“includes”** (including other conjugations) shall not be construed to imply or impose any limitations or restrictions.

[End of Basic Lease information]

SECTION 1 **LEASE GRANT.**

Landlord leases and demises the Premises to Tenant, and Tenant leases and hires the Premises from Landlord, together with the non-exclusive right in common with others to use any portions of the Property that are designated by Landlord from time to time for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (“**Common Areas**”).

SECTION 2 **POSSESSION.**

Subject to Landlord’s express obligations, if any, to perform any work under the Work Letter attached to this Lease, and subject to Landlord’s obligations under Section 8(b), the Premises are accepted by Tenant in “as is” condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the condition of the Premises or the Building.

SECTION 3 **RENT.**

(a) ***Payments.***

(i) Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent. Base Rent shall be due and payable on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant within 10 days after receipt of invoices therefor from Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. Unless otherwise agreed or required by applicable law, Rent will be applied first to any unpaid collection costs and late charges, then to oldest balance owed.

(ii) Tenant’s failure to pay any Rent when due may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include processing and accounting charges and late charges which may be imposed on Landlord by assessment or by any ground lease, mortgage or trust deed encumbering the Premises. Therefore, if Landlord does not receive any payment within five days after it becomes due, Tenant shall pay Landlord a late charge equal to 10 percent of the overdue amount. The parties agree that such late charge is not a penalty, but instead represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

(iii) If any check or other instrument of payment delivered to Landlord by Tenant is returned by Landlord’s bank for any reason, including without limitation, insufficient funds, Tenant shall pay to Landlord upon demand the amount incurred by Landlord in connection with the returned payment plus a processing fee of One Hundred Dollars (\$100) per returned check, in addition to, if applicable, any late charge due under this Section 3(a)(ii). If more than two of Tenant’s payments are returned due to insufficient funds or paid more than five days after such payment is due during any 12-month period, then without limiting its other rights and remedies, Landlord may require at any time thereafter that Tenant make all future payments one month in advance of the due date by cashier’s check or money order or using ACH (Automated Clearing House) or another electronic payment method reasonably acceptable to Landlord, and that in the case of electronic payment, all regularly scheduled payments be automatically debited.

(iv) If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent for the month shall be prorated based on the number of days in such calendar month and Tenant shall pay such prorated Rent on the Commencement Date. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

(b) ***Taxes.***

(i) Landlord shall pay all real property taxes levied against the land and the building in which the Premises are located and the parking areas available to said building. In the event taxes are assessed in connection with any commercial activities associated with the Tenant, Tenant shall be responsible for paying those direct costs to the Landlord.

(ii) Tenant shall pay, prior to delinquency all taxes assessed against or levied upon Tenant's trade fixtures, furnishings, equipment, personal property or other personal property located at the Premises.

SECTION 4 USE; COMPLIANCE WITH LAWS; HAZARDOUS MATERIALS; SECURITY SERVICES; AND PARKING.

(a) ***Use; Compliance With Laws.*** The Premises shall be used only for the Permitted Use and for no other use or purpose whatsoever (unless the Landlord provides written consent for a revision to the Permitted Use, which Landlord may withhold at its sole and absolute discretion). Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including all applicable Disabilities Acts (defined in Section 4(d) below), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises, including, without limitation, all Laws relating to alcohol, fire, health and life safety issues. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Tenant shall comply with the rules and regulations of the Building attached as Exhibit B and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

(b) ***Hazardous Materials.*** Tenant hereby makes the following covenants regarding Hazardous Materials:

(i) Tenant shall at all times and in all respects comply with all federal, state and local Laws, including the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), Resource Conservation & Recovery Act (42 U.S.C. Section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000f, et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Clean Air Act (42 U.S.C. Section 7401, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), California Health & Safety Code (Section 25100, et seq., Section

39000, et seq.), California Safe Drinking Water & Toxic Enforcement Act of 1986 (California Health & Safety Code Section 25249.5, et seq.), California Water Code (Section 13000, et seq.), and other comparable state Laws (“**Hazardous Materials Laws**”), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any “hazardous substances”, “hazardous wastes”, “hazardous materials” or “toxic substances” under any such Laws (collectively, “**Hazardous Materials**”).

(ii) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant’s use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration or earlier termination of the Term, Tenant shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, the Building or the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises, the Building or the Property, without first notifying Landlord of Tenant’s intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord’s interest with respect thereto.

(iii) Tenant shall immediately notify Landlord in writing of: (A) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (B) any claim made or threatened by any Person against Tenant, the Premises, the Building or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (C) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises, the Building or the Property, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, the Building or the Property or Tenant’s use thereof. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

(iv) Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord and each of the Landlord Related Parties free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorney's fees, collection fees, and expert witness fees), or death or injury to any Person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (A) the presence in, on, under or about the Premises, the Building or the Property, or the discharge in or from the Premises, the Building or the Property, of any Hazardous Materials brought or caused to be brought into or onto the Premises, the Building or the Property by or on behalf of Tenant; (B) Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, the Building or the Property; or (C) Tenant's failure to comply with any Hazardous Materials Law. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, the Building or the Property, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the Term. For purposes of the release and indemnity provisions of this Section 4(b), any acts or omissions of Tenant, or by employees, agents, assignees, subtenants, contractors or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant.

(v) If at any time it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord under this Section 4(b), whether or not then accrued, liquidated, conditional or contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from Persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

(c) **Security Services.** Landlord shall not be obligated to provide security guards, security patrols, private police or any other type of security services (collectively, "**Security Services**") for the Premises or on or about the Property (including without limitation the Common Area). Tenant hereby acknowledges that Landlord shall not be so obligated and that Landlord will not provide any Security Services of any type for the Premises or on or about the Property (including without limitation the Common Area). Tenant waives any and all claims for damages to Persons or property sustained by Tenant, or by any other person or entity, arising from, out of or in connection with, or alleged to arise from, out of or in connection with, Landlord's not providing Security Services for the Premises or on or about the Property. In addition, Tenant assumes the responsibility to provide, at Tenant's sole cost and expense, any such Security Services as Tenant may require in connection with Tenant's use of the Premises, and Tenant assumes all risk in connection with any failure to provide or lack of such Security Services in the Premises. Notwithstanding anything in this Section to the contrary, Landlord may elect, in Landlord's sole, absolute and unfettered discretion, to provide Security Services in the Common Area.

(d) **Compliance with Disabilities Acts.** As between Landlord and Tenant: (i) Tenant shall bear the risk and cost of complying with the Americans With Disabilities Act of 1990, and its implementing regulations, as amended or supplemented from time-to-time, and any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "**Disabilities Acts**") in the Premises; and (ii) Landlord shall bear the risk and cost of complying with the Disabilities Acts in

the Common Areas, excluding any work or liability for compliance resulting from Tenant's specific use of the Premises or from any future alterations or additions made by or on behalf of Tenant, which shall be borne solely by Tenant.

(e) **Certified Access Specialist Disclosure.** As of the date of this Lease, to Landlord's current actual knowledge without investigation, the Premises have not been inspected by a Certified Access Specialist ("CASp"). Accordingly, Landlord makes the following disclosure as required by California Civil Code Section 1938: "A Certified Access Specialist can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." If Tenant requests or otherwise obtains a CASp inspection of the Premises or any other area(s) within the Building or the Property, then: (i) Tenant shall pay the cost of such inspection; (ii) such inspection shall occur at a time mutually agreed upon by Landlord and Tenant; (iii) Tenant shall provide Landlord with a copy of the CASp's report resulting from such inspection within 10 days after Tenant's receipt thereof; (iv) Tenant shall not disclose and shall keep the CASp's inspection, the nature and circumstances of such inspection, and all information in the CASp's report absolutely confidential, except only to the extent necessary to comply with any disclosure required by applicable Laws or as otherwise permitted in this Section; and (v) Tenant shall perform all repairs or other work necessary to correct violations of construction-related accessibility standards identified by such CASp inspection, which repairs or other work shall be completed at Tenant's sole cost and expense within 120 days after the date of such CASp inspection (provided Landlord may elect to complete any or all such repairs or other work, in which case, Tenant shall pay to Landlord the entire cost thereof within 30 days after receipt of an invoice therefor). Notwithstanding the foregoing, to the extent reasonably necessary, Tenant may disclose information in such CASp report to a third-party assisting with such repairs or other work, provided that such third-party agrees in writing to keep such information confidential.

(f) **Common Areas.** Tenant agrees that Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Area, including without limitation parking areas, if any, and the location and number of parking spaces, and of temporarily closing or making such changes, rearrangements, additions or reductions to the Common Area from time to time which Landlord determines, or which are made as a result of any federal, state, or local environmental protection or other law, rule, regulation, guideline or order, provided any changes, rearrangements, additions or reductions that are voluntary in nature shall not materially reduce Tenant's rights or access hereunder.

(g) **Parking.**

(i) If the Common Area includes any parking areas, whether surface or garage parking areas. Landlord shall not be liable for any damage to motor vehicles of Tenant, its visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless caused by Landlord's sole active negligence or willful misconduct. Landlord shall have the right to establish, and from time to time amend, and to enforce against all users of the parking areas all reasonable rules and regulations (including the designation of areas for employee parking) as Landlord

may deem necessary and advisable for the proper and efficient operation and maintenance of the parking areas. Landlord may, in its sole discretion, charge for parking and may establish for the parking areas a system or systems of permit parking for Tenant, its employees and its visitors; provided however, if this Lease includes Tenant Parking Spaces, then Tenant shall be entitled to use such Tenant Parking Spaces for its employees and visitors free of any additional charges not expressly set forth in this Lease during the initial Term of this Lease.

(ii) Tenant shall, upon request of Landlord from time to time, furnish Landlord with a list of its employees' names and of Tenant's and its employees' vehicle license numbers. In no event shall Tenant or its employees park in reserved parking spaces leased to other tenants or in parking spaces within designated visitor parking zones, nor shall Tenant or its employees utilize more than the number of Tenant Parking Spaces, if any, specified in the Basic Lease Information with respect to surface parking areas or garage Parking areas, or both, as applicable.

(iii) If this Lease includes Tenant Parking Spaces, then unless otherwise provided in this Lease, such parking shall be on a nonexclusive basis, for noncommercial passenger vehicles only. Tenant shall instruct its employees to park as far away as possible from the entrance to the Building so that the most convenient parking spaces are available for visitors, guests and invitees, and Landlord may designate from time to time particular spaces for Tenant's employees, and in such event, Tenant shall cause its employees to park in the designated spaces. The right to use any such designated area may be revoked, or the area may be redesignated, at any time by Landlord.

(iv) Landlord shall have the right to temporarily close the Parking Facilities or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Facilities.

(v) Tenant shall not assign or sublease any of the spaces without the direct written consent of the Landlord.

(vi) Tenant shall not, at any time, park recreational vehicles, inoperative vehicles, equipment, or storage of any kind. Except for emergency repairs, Tenant, its employees and visitors shall not perform any work on any automobiles while located in the Parking Facilities or on the Property. If it is necessary for Tenant, its employees or a visitor to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

(h) **Noise Transference.** Tenant acknowledges and agrees that the Premises is a situated in a shared commercial building in which external noise is expected. By initialing below, Tenant acknowledges and agrees that there is no guarantee that the Premises will be a quiet space, that noise may be transferred into the Premises, and that Landlord is not responsible for any noise transference into the Premises.



Tenant's Initials

SECTION 5 SECURITY DEPOSIT.

Tenant shall pay to Landlord, immediately upon Tenant's signing this Lease, a Security Deposit in the amount specified in the Basic Lease Information. Said amount shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Term. If Tenant defaults with respect to any provision of this Lease, including the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other amount in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default; however, the Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. If any portion of said deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material default of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interests hereunder) within 45 days after the Expiration Date, provided that Landlord may retain the Security Deposit until such time as any amount due from Tenant under this Lease (including damages under Civil Code Section 1951.2) has been determined and paid in full. Tenant also hereby consents to Landlord's application of all or part of the Security Deposit to any post-rejection claims that Landlord may have with respect to Tenant's obligations under this Lease in any bankruptcy proceeding involving Tenant. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any successor statute, and all other provisions of law, now or hereafter in effect, which (i) establish the time frame by which a landlord must refund a security deposit under a lease, and/or (ii) provide that a landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by a tenant or to clean the premises, it being agreed that Landlord may, in addition, claim those sums specified in this Section above and/or those sums reasonably necessary to compensate Landlord for any loss or damage caused by Tenant's default of the Lease, as amended hereby, including all damages or rent due upon termination of this Lease pursuant to Section 1951.2 of the California Civil Code. No trust relationship or fiduciary duty is created between Landlord and Tenant with respect to the Security Deposit, only a relationship of debtor and creditor.

Tenant hereby pledges and grants to Landlord a security interest in the Security Deposit, to secure the payment and performance of any and all debts, obligations and liabilities of Tenant to Landlord arising out of, connected with or related to the Lease, whether now existing or hereafter arising, voluntary or involuntary, whether jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether from time to time decreased or extinguished and later increased, created or incurred. Tenant authorizes Landlord to file such financing or continuation statements, and amendments thereto, relating to all or any part of the Security Deposit as Landlord deems necessary. With respect to the Security Deposit, Landlord shall have all the rights, powers and remedies of a secured party under the Uniform Commercial Code. All of the rights, powers and remedies of Landlord under this Lease shall be in addition to all rights, powers and remedies given to Landlord by any statute or rule of law, or other agreement, shall be cumulative and may be exercised successively or concurrently without impairing or in any way affecting Landlord's security interest in the Security Deposit.

SECTION 6 SERVICES TO BE FURNISHED BY LANDLORD; SIGNAGE.

(a) Landlord agrees to furnish Tenant with the following services: (i) water service for use in the lavatories on each floor on which the Premises are located; (ii) heating, ventilation and air conditioning ("HVAC") during Normal Business Hours and as customary for the weather

or season. HVAC may also be provided by Landlord to the Premises at hours other than Normal Business Hours, provided Tenant shall pay Landlord, as Additional Rent, the entire cost of such additional service, which shall be fixed at \$25.00 per hour during the first year of the Lease Term, increasing by four percent per annum thereafter; (iii) maintenance and repair of the Property as described in Section 8(b); (iv) janitor service two (2) times per week (provided if Tenant's use, floor covering or other improvements require special services in excess of the standard janitorial services for the building, Tenant shall pay the additional costs attributable to the special services); (v) elevator service; (vi) electrical services to the Premises for general office use, in accordance with and subject to the terms and conditions in Section 9; and (vii) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

(b) Landlord's failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of any repairs, improvements or alterations, or the occurrence of any event or cause beyond the control of Landlord ("**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if the Premises, or a material portion of the Premises, is made untenable for a period in excess of 10 consecutive days as a result of the Service Failure, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent during the period beginning on the 11th consecutive day of the Service Failure and ending on the day the service is restored. If the entire Premises has not been rendered untenable by the Service Failure, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises rendered untenable. In no event, however, shall Landlord be liable to Tenant for any loss or damage, including lost revenue, lost profit, lost opportunities or the theft of Tenant's Property (defined in Section 14), arising from, out of or in connection with any Service Failure (including the failure of any security services, personnel or equipment). Subject to the foregoing provisions of this Section 6(b), during any period of a Service Failure, Landlord shall use commercially reasonable efforts to restore the applicable service to Tenant.

(c) Tenant shall be entitled to be identified, at Landlord's cost and expense, and in a standard format designated by Landlord, on (i) suite identification signage at the main entrance to the Premises; and (ii) if there is a lobby directory for the Building, on the directory. Except for such signage, Tenant shall not place or permit to be placed, any sign, advertisement, notice or other similar matter on the doors, windows, exterior walls, roof or other areas of the Premises which are open to the view of Persons in the common area of the Building or the Property, except with the advance written consent of Landlord, which consent may be withheld in Landlord's sole, absolute and unfettered discretion.

SECTION 7 LEASEHOLD IMPROVEMENTS.

All improvements to the Premises made by or for the benefit of Tenant, including Tenant Improvements pursuant to the Work Letter and Alterations (defined in Section 8(c)) (collectively, "**Leasehold Improvements**"), shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, except to the extent Landlord delivers to Tenant written notice, prior to the expiration or earlier termination of the Lease, instructing Tenant that any of the following Required Removables shall remain upon the Premises, Tenant shall remove at Tenant's cost and expense: (a) Cable (defined in Section 8(a)) installed by or for the exclusive benefit of Tenant, excluding any Cable installed as part of the Tenant Improvements constructed pursuant to Exhibit D or installed in the Premises or other portions of the Building following the Commencement Date (i.e., after Tenant's initial build-out); and (b) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in

excess of the removal and repair costs associated with standard office improvements (collectively referred to as “**Required Removables**”). Required Removables include without limitation internal stairways, raised floors, personal baths and showers, vaults, rolling file systems, and structural alterations and modifications of any type. The Required Removables designated by Landlord shall be removed by Tenant before the Expiration Date (or if earlier, the date on which this Lease terminates), provided that upon prior written notice to Landlord, Tenant may remain in the Premises for up to five days after the Expiration Date (or such earlier termination date) for the sole purpose of removing the Required Removables. Tenant’s remaining in the Premises shall be subject to all of the terms and conditions of this Lease, including the obligation to maintain insurance and pay Rent on a per diem basis at the rate in effect for the last month of the Term. Tenant shall reimburse Landlord for the cost to repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables in a timely manner, Landlord, at Tenant’s expense, may remove and dispose of the Required Removables. Tenant, within 10 days after delivery of an invoice, shall reimburse Landlord for repair and/or removal costs incurred by Landlord pursuant to this Section. Notwithstanding the foregoing, Tenant, at the time it requests approval for a proposed Alteration, may request in writing that Landlord inform Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 days after receipt of Tenant’s request, Landlord shall inform Tenant in writing as to which portions of the Alteration, if any, will be considered Required Removables.

SECTION 8 REPAIRS AND ALTERATIONS.

(a) ***Tenant’s Repair Obligations.*** Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs (including replacements if repairs are not feasible or would not be effective) to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair. Tenant's maintenance and repair obligations include maintaining and repairing: (i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) electronic, phone and data cabling and related equipment (collectively, "Cable") that is installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; (vi) the components and elements of the electrical, plumbing and fire/life safety systems that serve only the Premises; (vii) private showers and kitchens, including hot water heaters, plumbing, and similar facilities serving only the Premises; (viii) any and all lighting fixtures that are not Building standard, including replacement of light bulbs and fluorescent lighting tubes that are not Building standard; and (ix) Alterations performed by contractors retained by Tenant (except that related HVAC balancing shall be performed by Landlord's HVAC contractor or service company and billed to Tenant). All work shall be performed in accordance with the rules and procedures described in Section 8(c). If Tenant fails to make any repairs to the Premises for more than 15 days after delivery of notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within 10 days after delivery of an invoice, together with an administrative charge in an amount equal to 10 percent (10%) of the cost of the repairs.

(b) ***Landlord’s Repair Obligations.*** Landlord shall perform all maintenance and repairs (including replacements if repairs are not feasible or would not be effective) to the following, and shall keep the following in good condition and repair: (i) structural elements of the Building; (ii) the common components and elements of the HVAC and other mechanical, electrical, plumbing and fire/life safety systems (i.e., those that serve the Building generally or that serve the Premises and other premises in the Building); (iii) all Building standard light fixtures, including Building standard light bulbs and fluorescent lighting tubes, (iv) Common Areas; (v) the roof of the Building; (vi) exterior windows of the Building; and (vii) the elevator serving the Building. Landlord shall perform items "(i)" and "(v)" at Landlord's cost and expense.

(c) **Management of Repairs.** In the event of damages requiring simultaneous action by Tenant to perform its repair and maintenance obligations under Section 8(a) and by Landlord to perform its repair and maintenance obligations under Section 8(b) (to include, without limitation, any Casualty event under Section 16), Landlord shall have the right to coordinate and supervise the maintenance and repair process. To that end, Landlord may hire a designated construction manager to oversee the repairs conducted by both Tenant and Landlord's respective contractors. Landlord and/or Landlord's designated construction manager shall have full control over the timing and staging of all maintenance and repair operations, and Landlord shall have approval rights over all maintenance and repair activities which do not solely affect the interior of the Premises.

(d) **Alterations.** Tenant shall not make alterations, additions or improvements to the Premises or install any Cable in the Premises or other portions of the Building (collectively, "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent (i) may be granted or withheld in Landlord's sole, absolute and unfettered discretion if the proposed Alteration affects or involves the structure or roof of the Building or any system of the Building; and (ii) otherwise shall not be unreasonably withheld. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria ("**Cosmetic Alteration**"): (A) is of a cosmetic nature, such as painting, wallpapering, hanging pictures and installing carpeting; (B) is not visible from the exterior of the Premises or Building; (C) will not affect or involve the systems or structure of the Building; and (D) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this Section 8(d). Before starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of licensed contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and designating Landlord and the Landlord Related Parties as additional insureds (including evidence thereof); and any security for performance that is reasonably required by Landlord. All contractors, contractor's representatives, and installation technicians performing work in the Building shall be licensed and insured, subject to Landlord's prior approval, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, as the same may be revised from time to time. Tenant shall be solely responsible for complying with all applicable laws, codes and ordinances pursuant to which said work shall be performed. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality acceptable to Landlord. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Tenant shall reimburse Landlord within 10 days after delivery of an invoice for sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien in recordable form, and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use.

SECTION 9 UTILITIES.

(a) Landlord may cause consumption of one or more utilities in the Premises to be separately metered ("**Separately Measured Utility**"). In such event, commencing upon Landlord's

delivering possession of the Premises to Tenant, Tenant shall pay for each Separately Measured Utility consumed according to the applicable separate meter. Tenant shall establish an account for each Separately Measured Utility in Tenant's name and shall pay the amount of each bill therefor directly to the provider before delinquency.

(b) In the absence of a utility being separately metered to the Premises, the cost of the utility shall be based on Tenant's pro-rata share of the building. The foregoing notwithstanding, if Tenant has an unusually high use of any such utility, Landlord may, in its sole, absolute and unfettered discretion, cause Tenant, at Tenant's sole cost and expense, to install a submeter for separately metering use of such utility at the Premises; in which event Tenant shall pay for use of such utility in the amount shown by such separate submeter; and Tenant shall make such payment within 10 days after delivery of an invoice therefor.

(c) Tenant shall furnish and pay, at Tenant's cost and expense, all other utilities and other services which Tenant requires with respect to the Premises (e.g., telephone service, internet service and potted plant service).

SECTION 10 ENTRY BY LANDLORD.

Landlord, its agents, contractors and representatives, may enter the Premises with reasonable advance notice, to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' premises, to post notices of non-responsibility and to inspect and examine the Premises and see that the covenants of this Lease are being kept and performed. Except in emergencies or to provide other Building services after Normal Business Hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be communicated orally. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Normal Business Hours. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

SECTION 11 ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld. For purposes of this Section 11(a), any transfer of the majority of the voting stock in any corporate Tenant, or majority or managing interest in the partnership of any partnership Tenant, or majority or managing interest in the limited liability company of any limited liability company Tenant, shall constitute an assignment hereunder. Without in any way limiting Landlord's right to refuse to grant such consent for any other reason or reasons, Landlord reserves the right to refuse to grant such consent if in Landlord's reasonable business judgment: (i) the proposed transferee's financial condition does not meet the criteria Landlord uses to select tenants having similar leasehold obligations; (ii) the proposed transferee's business is not suitable for the Building, taking into consideration the business of other tenants and the Building's prestige, or would result in a violation of another tenant's rights; (iii) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (iv) any portion of the Premises, the Building or the Property would likely become subject to additional or different Laws as a consequence of the proposed Transfer. Any attempted Transfer in violation of this Section shall, at Landlord's option, be void and confer

no rights upon any third person. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers.

(b) As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 15 days after its receipt of the required information and documentation: (i) itself sublease the Premises or the portion thereof upon the same terms as those offered to the proposed transferee; (ii) terminate this Lease as to the portion (including all) of the Premises so proposed to be transferred, with a proportionate reduction in the Base Rent and other amounts payable under this Lease; (iii) deny its consent to the proposed Transfer; or (iv) grant its consent to the proposed Transfer. If Landlord does not respond to Tenant's request within such 15-day period by exercising one of the options set forth in items "(i)" through "(iv)" immediately preceding, then Tenant shall notify Landlord in writing that Landlord has so failed to respond, and Landlord shall have 10 days following receipt of such notice within which to elect to exercise one of the options set forth in items "(i)" through "(iv)". If Landlord does not exercise one of the options set forth in items "(i)" through "(iv)" within such 10-day period, or if Landlord grants its consent to the proposed Transfer, then Tenant may, within 90 days after the expiration of such 10-day period or after Landlord's granting its consent (whichever is applicable), enter into the Transfer upon the terms and conditions described, and to the transferee identified, in the information required to be furnished by Tenant to Landlord pursuant to this Section. Tenant shall pay Landlord a review fee not to exceed \$1,000.00 for Landlord's review of any requested Transfer.

(c) Tenant shall pay Landlord 50 percent of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of any excess within 10 days after Tenant's receipt of such excess consideration, whether in lump sum or installments. Tenant may deduct from the excess all reasonable and customary out-of-pocket expenses directly incurred by Tenant attributable to the Transfer (other than Landlord's review fee), including brokerage fees, legal fees and construction costs. If Landlord so elects during the Term of this Lease, Landlord may require, and Tenant hereby consents to, the transferee paying Base Rent, Additional Rent or Landlord's portion of the above-mentioned compensation or consideration (or any of the foregoing) directly to Landlord.

(d) In no event shall any Transfer release or relieve Tenant from any obligation under this Lease. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

SECTION 12 LIENS.

Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant. If a lien is so placed, Tenant shall, within 10 days after notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable Law. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure

over the lien or discharge the lien, including reasonable attorneys' fees (if and to the extent permitted by Law) within 30 days after receipt of an invoice from Landlord.

SECTION 13 INDEMNITY AND WAIVER OF CLAIMS.

(a) Tenant shall indemnify, defend, protect and hold Landlord and each of the Landlord Related Parties harmless from and against all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses (including attorneys' fees and costs, collection fees, and expert witness fees and costs), arising from, out of or in connection with any (i) act or omission (including violations of Law) of Tenant or any of Tenant's transferees, agents, employees or contractors, whether occurring in the Premises, the Common Areas or elsewhere; and (ii) damage or injury occurring in, on or about the Premises or any part thereof.

(b) Landlord and the Landlord Related Parties shall not be liable to Tenant (or any subtenant, assignee, licensee or invitee of Tenant) for, and Tenant (for itself and for its employees, agents and contractors) waives all claims for loss or damage for, any injury or damage that may result to any person or property by or from any cause whatsoever, and without limiting the generality of the foregoing, whether caused by (i) wind or weather; (ii) the failure of any sprinkler or HVAC equipment, any electric wiring or any gas, water or steam pipes; (iii) the backing up of any sewer pipe or downspout; (iv) the bursting, leaking or running of any tank, water closet, drain or other pipe; (v) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building. Tenant shall insure against such loss, injury or damage pursuant to Section 14.

SECTION 14 INSURANCE.

(a) Tenant shall carry and maintain the following insurance ("**Tenant's Insurance**"), at its sole cost and expense:

(i) Commercial property insurance with a special form cause of loss endorsement (*i.e.*, special extended coverage formerly known as "all risks") or its equivalent, including at least the following perils: fire and extended coverage, smoke damage, vandalism, malicious mischief, and sprinkler leakage. This insurance policy shall cover the full replacement cost of all furniture, trade fixtures, equipment and other personal property owned by Tenant in the Premises ("**Tenant's Property**").

(ii) Commercial General Liability Insurance insuring bodily injury, personal injury and property damage including the following coverages: Premises and Operations, blanket contractual liability, products and completed operations, fire and water damage and legal liability. Such liability insurance shall be in an amount of not less than \$2,000,000 limit per occurrence and \$4,000,000 limit annual aggregate for bodily injury and personal injury and property damage, and such amounts shall be increased annually, in Landlord's sole discretion, based on any increase recommended by insurance professionals or customary for comparable properties. In addition, Tenant shall pay for and shall maintain in full force and effect contractual liability insurance to cover all of the indemnity obligations of Tenant under this Lease.

(iii) Business Automobile Liability Coverage insuring bodily injury and property damage arising from any of Tenant's owned, scheduled, non-owned and hired vehicles, if any, with a combined single limit of liability of at least \$1,000,000 per occurrence.

(iv) Workers' Compensation Insurance as required by Law.

(v) Employer's Liability Coverage of at least \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.

(b) Tenant's insurance policies shall (i) designate Landlord, the Landlord Related Parties, Mortgagees (defined in Section 25) and other designees of Landlord as additional insureds, (ii) provide that the insurance shall not be canceled or altered unless 30 days prior written notice has been delivered to Landlord, and (iii) be issued by companies that are licensed to do business in California and have an A.M. Best rating of not less than A:VIII. The additional insured coverage shall be primary and non-contributory to any policies of insurance maintained by Landlord, the Landlord Related Parties, Mortgagees and other designees of Landlord. Tenant shall deliver to Landlord original certificates of liability insurance (form Acord 25 or comparable) and evidences of property insurance (form Acord 28, without the 2006 revisions, or comparable) evidencing that such insurance is in full force and effect, together with a copy of the additional insured endorsement, before the earlier to occur of the Commencement Date or the date on which Landlord delivers possession of the Premises to Tenant, and upon renewals at least 15 days before the expiration of the insurance coverage.

(c) Landlord shall maintain commercial property insurance with a special form cause of loss endorsement (*i.e.*, special extended coverage formerly known as "all risks") or its equivalent on the Building (including the Leasehold Improvements) at replacement cost (excluding footings and foundations), as reasonably estimated by Landlord. The cost of such insurance shall be included in Expenses.

(d) Limits of a party's insurance shall not limit such party's liability under this Lease.

SECTION 15 SUBROGATION.

Each party waives its right of recovery against the other party, the other party's trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) (defined in Section 25) and agents with respect to any loss or damage, including consequential loss or damage, to the waiving party's property caused, resulting from or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried or required to be carried by the waiving party.

SECTION 16 CASUALTY DAMAGE.

(a) If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or a material portion of the Premises is rendered untenantable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant.

(b) Landlord shall have the right to terminate this Lease if: (i) the Building is damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building is required (whether or not the Premises has been damaged); (ii) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (iii) the Premises have been materially damaged and there is less than two years of the Term remaining on the date of the casualty; (iv) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (v) an uninsured loss to the Building occurs, and the cost to repair or restore equals or exceeds 10 percent of the replacement cost of the Building. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 90

days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and the Leasehold Improvements (excluding any Alterations). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord.

(c) Landlord and Tenant acknowledge that certain existing Laws may provide that upon the complete or partial damage or destruction of a leased premises, the lease will be terminated, and Landlord and Tenant, wishing instead that this Lease be terminated only on the terms provided in this Lease following such damage or destruction, hereby waive the provisions of any such Law, including without limitation the provisions of California Civil Code Sections 1932(2) and 1933(4), and agree that their respective rights and obligations in connection with damage or destruction of the Premises shall be governed by this Lease.

(d) If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods (“**Completion Estimate**”). If the Completion Estimate indicates that the Premises cannot be made tenantable within 120 days from the date the repair and restoration is started, then notwithstanding anything in this Section to the contrary, either party shall have the right to terminate this Lease by delivering written notice to the other of such election within 10 days after receipt of the Completion Estimate; provided, however, Tenant shall not have the right to terminate this Lease pursuant to this Section 16(d) if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, any Tenant related parties, or any of Tenant’s transferees, contractors or licensees.

SECTION 17 CONDEMNATION.

Either party may terminate this Lease if the whole or any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (“**Taking**”). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as an office building in a manner comparable to the Building’s use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date on which title or physical possession of the Premises or the portion of the Building or Property occurs, whichever is earlier. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant’s Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation or proceeds awarded or realized for a Taking shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant’s Property and Tenant’s reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

SECTION 18 EVENTS OF DEFAULT.

The occurrence of any of the following shall constitute an “**Event of Default**” under this Lease:

(a) Tenant's failure to pay when due all or any portion of the Rent, if the failure continues for three days after delivery of written notice to Tenant ("**Monetary Default**").

(b) Tenant's failure (other than a Monetary Default) to perform any obligation pursuant to this Lease or to comply with any term, provision or covenant of this Lease, if the failure is not cured within 10 days after delivery of written notice to Tenant. However, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as: (i) Tenant commences to cure the failure within 10 days, and (ii) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to perform or comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to perform or to comply with any particular term, provision or covenant of the Lease on three occasions during any 12-month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable Event of Default by Tenant.

(c) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, enters a general extension agreement with creditors or admits in writing its inability to pay its debts when due.

(d) The attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets on the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof.

(e) The employment of a receiver to take possession of substantially all of Tenant's assets on the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof.

(f) The filing of Tenant for protection under the bankruptcy laws. In addition, Landlord shall have the right to declare this Lease terminated immediately upon the filing of such a bankruptcy petition by Tenant.

(g) The leasehold estate is taken by process or operation of Law, including selling Tenant's leasehold interest under execution.

(h) Tenant abandons or vacates all or any portion of the Premises for a period of more than 14 consecutive days. Tenant shall be deemed to have abandoned the Premises if Tenant fails to occupy and use the Premises for the Permitted Use during such period, and the fact that any of Tenant's Property remains in the Premises shall not be evidence that Tenant has not vacated or abandoned the Premises.

(i) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord.

SECTION 19 REMEDIES.

Upon an Event of Default, whether enumerated in Section 18 or not, Landlord may pursuant any and all of its rights and remedies without further notice or demand including without limitation:

(a) Terminate Tenant's right to possession of the Premises because of such Event of Default and recover from Tenant all damages allowed under §1951.2 of the California Civil Code,

including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of the award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; or

(b) Not terminate Tenant's right to possession because of such Event of Default, but continue this Lease in full force and effect; and in that event (i) Landlord may enforce all rights and remedies under this Lease and under the provisions of §1951.4 of the California Civil Code, including the right to recover the Rent and all other amounts due under this Lease as such Rent and other amounts become due under this Lease; and (ii) Tenant may assign its interest in this Lease with Landlord's prior written consent, which consent shall not be unreasonably withheld.

(c) For any Event of Default (other than a Monetary Default), in addition to all other rights and remedies, Tenant shall pay as Additional Rent the sum of \$100.00 per day after the period for notice and cure provided above, if any, until such Event of Default is cured or, if earlier, Landlord's termination of this Lease.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy set forth in this Lease or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Landlord may submit past due payments of Rent and other monetary obligations of Tenant to collections agencies, and Tenant agrees that Landlord may recover all associated collection costs and fees from Tenant in the event of such collection. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

SECTION 20 LANDLORD'S DEFAULT.

(a) If Landlord fails to perform any of its material obligations under this Lease, then Landlord shall be in default. Landlord shall commence promptly to cure such default immediately after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within 30 days thereafter, provided that if the nature of such default is such that it cannot be cured within said 30-day period, Landlord shall have such additional time as may be reasonably necessary to complete its performance so long as Landlord has proceeded with diligence after receipt of Tenant's notice and is then proceeding with diligence to cure such default.

(b) Whenever Tenant serves notice on Landlord of Landlord's default, written notice shall also be served at the same time upon each Mortgagee (defined in Section 25). Each such Mortgagee shall have the periods of time within which to cure Landlord's defaults as provided in Section 20(a), which periods shall commence to run 30 days after the commencement of the periods within which Landlord must cure its defaults under Section 20(a). In this connection any representative of a Mortgagee shall have the right to enter upon the Premises for the purpose of curing Landlord's default. Such Mortgagee shall notify Landlord and Tenant in the manner provided by Section 27 of the address of such Mortgagee to which such notice shall be sent, and the agreements of Tenant under this Section 20(b) are subject to prior receipt of such notice. If the nature of the default is such that the Mortgagee's possession is required to cure the default, then Tenant will not terminate the Lease so long as such mortgagee or beneficiary commences proceedings to obtain possession of the Premises within the period of time afforded to the Mortgagee to cure such default, and once the Mortgagee has obtained possession, diligently

proceeds to cure the default. Nothing contained in this Lease shall be construed to impose any obligation on any Mortgagee to cure any default by Landlord under the Lease.

SECTION 21 NO WAIVER OR REDEMPTION.

Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent. No waiver by Landlord of any default shall be effective unless such waiver is in writing and signed by Landlord. Tenant waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

SECTION 22 QUIET ENJOYMENT.

Provided Tenant pays the Rent and fully performs all of its covenants and agreements hereunder, Tenant shall peaceably and quietly enjoy, hold and occupy the Premises during the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or any of the Landlord Related Parties. Further, Tenant shall not use its Premises or the Common Area in any manner that interferes with the quiet enjoyment of any other tenant or occupant of the Building or Property.

SECTION 23 RELOCATION.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to reasonably comparable space ("**Relocation Space**") within the Building upon 60 days' prior written notice to Tenant. Tenant acknowledges that in reliance upon Landlord's right to relocate Tenant to other premises, Landlord may lease all or portions of the Premises to others or may grant other tenants of the Property one or more options to expand into all or part of the Premises. Tenant further acknowledges that Landlord may incur substantial liability to such other tenants if Landlord is unable to perform as agreed under any such leases or options for the Premises. If Landlord exercises its right under this Section, Tenant shall vacate the Premises and occupy the Relocation Space under all terms and conditions of this Lease, no later than the date stated by Landlord in Landlord's written notice; however, the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs for moving Tenant's furniture and equipment and printing and distributing notices to Tenant's customers of Tenant's change of address and one month's supply of stationery showing the new address. Upon the completion of such relocation, all references in this Lease to the Premises shall refer to and mean the Relocation Space. Tenant shall, upon request by Landlord, sign and enter into an amendment of this Lease reflecting the substitution of the Relocation Space pursuant to this Section.

SECTION 24 HOLDING OVER.

Except as set forth in Section 7, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease, except that Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150 percent of the sum of the Base Rent and Additional Rent for the first 30 days of the holdover period and then, for the balance of Tenant's holdover period, the greater of: (a) 150 percent of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (b) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover, Tenant shall indemnify, protect, defend and hold harmless Landlord and each of the Landlord Related Parties from loss or liability resulting from such failure, including any claims made by or liabilities to any succeeding tenant arising out of such failure.

SECTION 25 SUBORDINATION TO MORTGAGES; ESTOPPEL CERTIFICATE.

(a) Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but within 10 days after request and delivery from a Mortgagee or Landlord, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in the Lease, Tenant shall, without charge, attorn to the successor-in-interest.

(b) Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

SECTION 26 ATTORNEYS' FEES.

In case suit shall be brought for any unlawful detainer of the Premises, for the recovery of any rent due on the provisions of this Lease, or because of the failure to comply with any other covenant herein contained on the part of either party to be kept or performed (including enforcement of an indemnity provision), or for interpretation or a declaration of rights pursuant to this Lease, the prevailing party shall recover from the non-prevailing party all costs and expenses incurred therein, including reasonable attorney's fees and costs (including expert witness fees and costs, whether or not the expert is called to testify), including attorney's fees and costs incurred in enforcing any judgment.

SECTION 27 COLLECTION FEES

In case a collections agency is retained for the purposes of recovering any Rent or other sum due under the provisions of this Lease, in addition to those amounts due under the Lease, Tenant shall be responsible for all costs and expenses incurred in association with such collection.

SECTION 28 NOTICE

If a demand, request, approval, consent or notice (collectively referred to as a “**notice**”) shall or may be delivered to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested and postage prepaid, or sent by overnight or same day courier service with delivery charges prepaid at the party’s respective Notice Address(es) set forth in the Basic Lease Information, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the Premises, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Section or in any other manner permitted by Law. Each notice shall be deemed to have been received by the party to which the notice is addressed on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or the other Notice Address of Tenant without providing a new Notice Address, three days after notice is deposited in the U.S. mail in the manner described above or one business day after notice is deposited with a courier service in the manner described above. Either party may, at any time, change its Notice Address by notifying the other party of the new address in the manner described in this Section.

SECTION 29 EXCEPTED RIGHTS.

This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself the use of: (a) roofs, (b) telephone, electrical, other utility and janitorial closets, (c) equipment rooms, Building risers or similar areas that are used by Landlord for the provision of Building services, (d) rights to the land and improvements below the floor of the Premises, (e) the improvements and air rights above the Premises, (f) the improvements and air rights outside the demising walls of the Premises, and (g) the areas within the Premises used for the installation of utility lines and other installations serving occupants of the Building. Landlord has the right to change the Building’s name or address. Landlord also has the right to make such other changes to the Property and Building as Landlord deems appropriate, provided the changes do not materially affect Tenant’s ability to use the Premises for the Permitted Use. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord’s employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include electrical interruptions, hurricanes and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

SECTION 30 SURRENDER OF PREMISES.

At the expiration or earlier termination of this Lease or Tenant’s right of possession, Tenant shall remove Tenant’s Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Section 7. If Tenant fails to remove any of Tenant’s Property within two days after the expiration or earlier termination of this Lease or of Tenant’s right to possession, Landlord shall be entitled (but not obligated) to remove and store Tenant’s Property in accordance with Section 1993, et seq. of the California Civil Code.

SECTION 31 MISCELLANEOUS.

(a) This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the State of California and Landlord and Tenant hereby irrevocably: (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Lease shall be brought and adjudicated only in a court of competent jurisdiction located in San Diego, California; (ii) consents to and waives any objection to the personal jurisdiction and venue of such court in any such suit, action or other legal proceeding; and (iii) waives any purported right or claim to bring a motion to transfer such suit, action or other legal proceeding pursuant to 28 U.S.C. §§ 1404 or 1406, or comparable provision of other law, including based upon the doctrine of *forum non conveniens*. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.

(b) Tenant shall not record this Lease or any memorandum without Landlord's prior written consent, which may be granted or withheld in Landlord's sole, absolute and unfettered discretion.

(c) To the fullest extent permitted by applicable Law, Landlord and Tenant waive any right to trial by jury in any proceeding based upon or pertaining to this Lease, including any default under this Lease. To the extent such waiver is not enforceable under California law, then Landlord and Tenant agree that, except with respect to any unlawful detainer action, any disputes arising in connection with this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) by way of a general reference as provided for in Part 2, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee.

(d) Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, adverse weather conditions, governmental regulations or restrictions, fire or other casualties, shortages of labor or materials, pandemics, war, civil disturbances and other causes (excluding a financial impact) beyond the reasonable control of the performing party ("**Force Majeure**"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party, and shall not extend the Term.

(e) The Premises or Landlord's interest under this Lease (or both) may be freely sold or assigned by Landlord and, in the event of any such sale or assignment, the covenants and obligations of Landlord herein shall be binding on each successive "landlord" and its successors and assigns, only during their respective periods of ownership. The liability of Landlord under this Lease shall be limited to its interest in the Premises, as reflected on Landlord's most recent audited financial statements. Tenant shall look solely to Landlord's interest in the Premises for the recovery of any judgment or award against Landlord. Neither Landlord nor any Landlord related party shall be personally liable for any judgment or deficiency. If during the Term of this Lease, Landlord conveys its interest in the Premises or this Lease, then from and after the effective date of such conveyance, Landlord shall be released and discharged from any and all further obligations and responsibilities under this Lease except those already accrued of which Landlord has notice at the

time of conveyance. In addition, if Tenant has a security deposit on deposit with Landlord at the time Landlord conveys its interest in the Premises or this Lease, then Landlord may transfer or deliver such security deposit to the person to whom Landlord conveys the Premises or this Lease; upon such transfer or delivery of Tenant's security deposit, Landlord shall be released and discharged with respect to any liability for or in connection with Tenant's security deposit.

(f) Each party warrants and represents to the other that it has not entered into any agreement under which a brokerage commission or fee would be payable in connection with this Lease by the other party. Each party further agrees to indemnify, protect, defend and hold the other party (including each of the Landlord Related Parties as indemnitees, but not as indemnitors) harmless from any loss, cost, liability and expense (including attorney's fees and expert witness fees) which the other party may incur as the result of any violation of this Section 30(f). Tenant shall indemnify and hold Landlord and each of the Landlord Related Parties harmless from any loss, cost, liability and expense (including attorney's fees and expert witness fees) which Landlord may incur as the result of any actual or alleged claim that Landlord is or may be obligated to pay any commission in connection with any assignment or sublease of all or any part of the Premises.

(g) Tenant covenants, warrants and represents that: (i) each individual signing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (ii) this Lease is binding upon Tenant; and (iii) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the State of California. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements delivered to or made by, with or to any one person or entity shall be deemed to have been delivered to or made by, with and to all of them.

(h) Time is of the essence with respect to this Lease. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

(i) The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under Sections 3(a), 3(b), 7, 13, 18, 23 and 28 shall survive the expiration or early termination of this Lease.

(j) Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

(k) All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

(l) Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless

Landlord is requested to produce the information in connection with a proposed financing or sale of the Building. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.

(m) In consideration of each covenant made elsewhere under this Lease wherein one of the parties agrees not to unreasonably withhold its consent or approval, the requesting party releases the other party and waives all claims for any damages arising out of or connected with any alleged or claimed unreasonable withholding of consent or approval. The aggrieved party's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment.

(n) Landlord and Tenant acknowledge all correspondence and all communication between Landlord and Tenant (or their respective agents) concerning the information related to this Lease is strictly confidential. Landlord and Tenant shall keep all information confidential and shall not disclose any information to any persons or entities other than Landlord or Tenant's financial or legal representatives or consultants.

SECTION 32 ENTIRE AGREEMENT.

This Lease and the following exhibits, attachments and addenda constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents:

Exhibit A	Floor Plan Depicting Premises
Exhibit B	Building Rules and Regulations

Addendum No. 1 MEDICAL OFFICE PROVISIONS


SECTION 33 FUTURE REDEVELOPMENT OF PROPERTY; AND NOTICE OF INELIGIBILITY FOR RELOCATION ASSISTANCE AND BENEFITS.

Landlord discloses that Landlord may redevelop the property, either on its own or in cooperation with San Diego State University or any of its affiliates or auxiliaries. Landlord also discloses that it is not eligible for any assistance and benefits under the Relocation Assistance Law (California Government Code, Sections 7260, et. seq.) and state and local rules and regulations adopted pursuant thereto, or any federal law, as a result of any displacement from the Premises, whether the displacement is caused by Landlord, or in cooperation with others. TENANT WAIVES AND RELINQUISHES ANY AND ALL CLAIMS TO ASSISTANCE AND BENEFITS WHICH MIGHT OTHERWISE ACCRUE, IF ANY, AS A RESULT OF ANY SUCH DISPLACEMENT. The projected date of any displacement is uncertain at this time; however, Landlord shall give Tenant at least six (6) months prior notice.

IN WITNESS WHEREOF, Landlord and Tenant hereby enter into this Lease effective as of the Effective Date.

Landlord:


SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit corporation doing business as San Diego State University Research Foundation

By 
Eric Elson (Aug 19, 2022 10:47 PDT)
Eric L. Elson
Director
Facilities Planning and Management

Date: 19-Aug-2022

Tenant:

HEALTH SCIENCES HIGH SCHOOL AND MIDDLE COLLEGE INC., a California non-profit corporation

By 
Ian Pumpian (Aug 19, 2022 10:44 PDT)
Ian Pumpian

Date: 19-Aug-2022

EXHIBIT A
FLOOR PLAN DEPICTING PREMISES

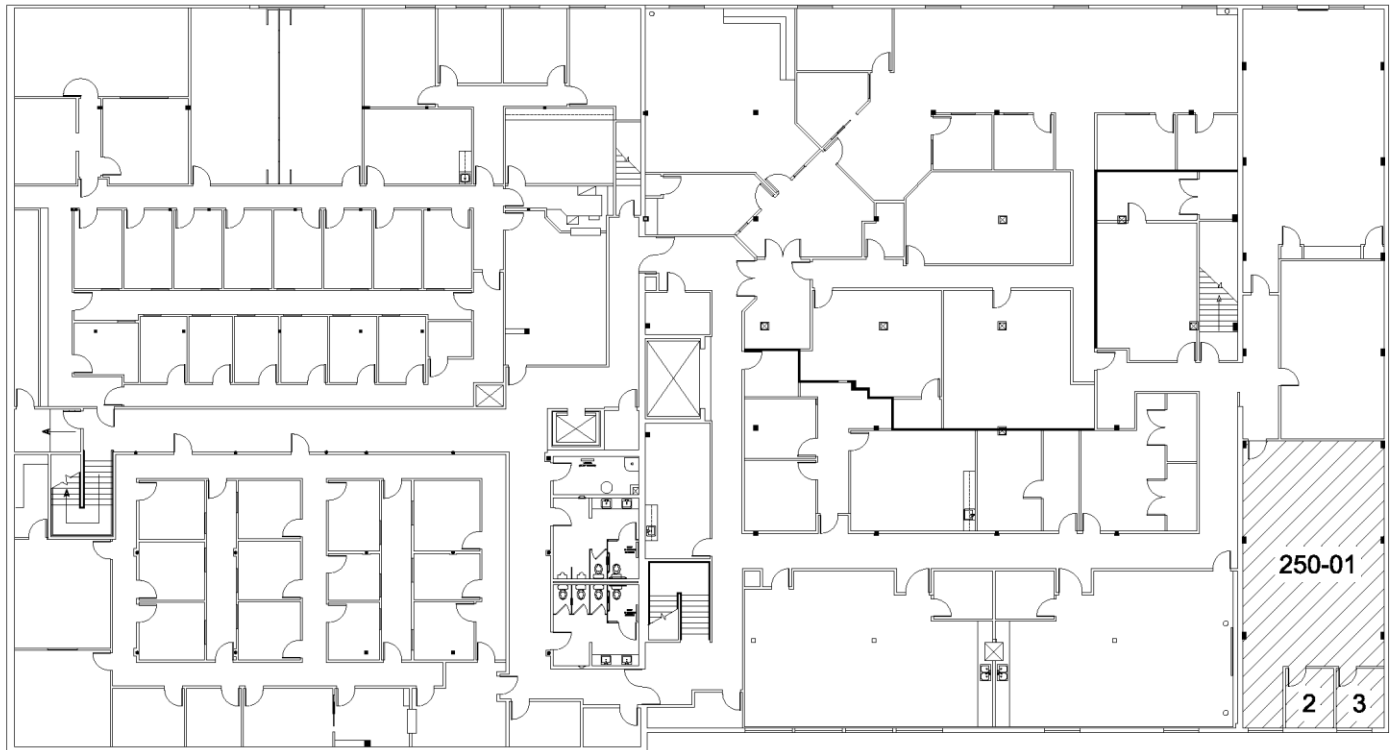


EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage associated therewith (if any), the Property and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash or material of any nature shall be placed, emptied or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere in or about the Building or Property.
2. Tenant shall store all of its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.
3. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not in any case be responsible therefore.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors or other parts of the Building, except those of such color, size, style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted into any part of the Premises or Building except by the Building maintenance personnel, nor shall any part of the Building be defaced by Tenant.
5. Corridor doors, when not in use, shall be kept closed.
6. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. Up to ten (10) keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at the cost of Tenant, and Tenant shall not have any duplicate keys made. In addition, Landlord shall provide to Tenant up to ten (10) access cards to the Building. In the event Tenant requires more than ten (10) keys or access cards, a reasonable additional number will be made available to Tenant at Landlord's then-current standard charge per-key or per-card. All keys and access cards shall be returned to Landlord at the expiration or earlier termination of this Lease.
7. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry of the Premises closed.
8. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any security system or camera system without Landlord's prior written consent. Tenant acknowledges that any such system, if approved in advance by Landlord, shall be restricted to coverage of the Premises only, and shall be subject to requirements of the Landlord.
9. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of elevators, stairways, lobby areas or loading dock areas shall be restricted to hours designated by Landlord. Tenant must seek

Landlord's prior approval by providing in writing a detailed listing of any such activity. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner stated by Landlord. Landlord may prohibit any article, equipment or any other item from being brought into the Building. Tenant is to assume all risk for damage to articles moved and injury to any persons resulting from such activity. If any equipment, property, and/or personnel of Landlord or of any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom.

10. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment or items, which in all cases shall not in the opinion of Landlord exceed acceptable floor loading and weight distribution requirements. All damage done to the Building by the installation, maintenance, operation, existence or removal of any of Tenant's Property shall be repaired at the expense of Tenant.
11. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building any handbills, promotional materials or other advertising; or (3) conduct or permit any other activities in the Building that might constitute a nuisance.
12. No animals shall be brought into or kept in, on or about the Premises, other than trained and certified service dogs of visitors, without Landlord's prior written consent.
13. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises or the Building; without limiting the foregoing, Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping or for any illegal purpose.
14. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
15. Tenant shall not take any action which would violate Landlord's labor contracts affecting the Building or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant of the Building or with the rights and privileges of any person lawfully in the Building. Tenant shall take any actions necessary to resolve any such work stoppage, picketing, labor disruption, dispute or interference and shall have pickets removed and, at the request of Landlord, immediately terminate at any time any construction work being performed in the Premises giving rise to such labor problems, until such time as Landlord shall have granted its written consent for such work to resume. Tenant shall have no claim for damages of any nature against Landlord or any of the Landlord Related Parties in connection therewith, nor shall the Commencement Date of the Lease Term be extended as a result thereof.
16. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefore in the Building. Tenant shall not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating

- devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines available to service the Building.
17. No cooking shall be done or permitted in the Premises except the use by Tenant of U/L approved equipment for brewing coffee, tea, and other similar hot beverages shall be permitted, and the use of a U/L approved microwave oven for employee use shall be permitted provided that such equipment and use are in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
 18. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant of the Building.
 19. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.
 20. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents, including fire protection and evacuation procedures and regulations. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements relative thereto.
 21. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's opinion may tend to impair the reputation of the Building or its desirability for Landlord or other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately. Without Landlord's prior written consent, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
 22. Tenant shall not install any radio or television antenna, loudspeaker or other device(s) on the roof(s) or exterior walls of the Building.
 23. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Building.
 24. Canvassing, soliciting, and peddling in or about the Building is prohibited. Tenant shall cooperate and use its best efforts to prevent the same.
 25. At no time shall Tenant permit or shall Tenant's agents, employees, contractors, guests or invitees smoke in any Common Area of the Building, unless such Common Area has been declared a designated smoking area by Landlord, or to allow any smoke from the Premises to emanate into the Common Areas or any other tenant's premises. Per California law, the Building is currently designated as a non-smoking building, which includes the use of any electronic smoking devices.
 26. Tenant shall observe Landlord's rules with respect to maintaining standard window coverings at all windows in the Premises so that the Building presents a uniform exterior appearance. Tenant shall ensure that to the extent reasonably practicable, window coverings are closed on all windows in the Premises while they are exposed to the direct rays of the sun.

27. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or of any Common Areas, any pedestrian use of such area, or any use which is inconsistent with good business practice.
28. Landlord reserves the right to rescind any of these Rules and Regulations and to make future Rules and Regulations as, in its judgment, may from time to time be needed for safety, comfort and security; for care and cleanliness of the Property; and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.
29. Landlord reserves the right to charge as Additional Rent to Tenant any extra costs incurred by Landlord as a result of Tenant's violation of these Rules and Regulations.

[End of Exhibit]

SDSURF OFFICE BUILDING

LEASE ADDENDUM NO. 1

MEDICAL OFFICE PROVISIONS

Addendum No. 1 to Lease between SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit corporation doing business as San Diego State University Research Foundation, as Landlord, and HEALTH SCIENCES HIGH SCHOOL AND MIDDLE COLLEGE INC., a California non-profit corporation, as Tenant:

1. This Addendum applies (a) in the event the box for Medical Office Lease is checked and initialed in the Basic Lease Information; and (b) notwithstanding anything in the Lease to the contrary.

2. “**Medical Waste**” means wastes which are generated in the diagnosis, treatment or immunization of humans or related research, or in the preparation and administration of radiation (whether diagnostic or for treatment) or of chemotherapy agents, together with (a) all infectious and biohazardous materials and wastes, including scalpels, needles, syringes and other so-called medical “sharps”, tissue samples, specimens for testing, blood, plasma and other bodily fluids; and (b) all such other wastes which are defined pursuant to any medical or biological waste regulations which have been or may hereafter be promulgated by any governmental agency or authority with jurisdiction over the Premises or the Tenant’s use thereof or business conducted therein, and as further set forth in any Laws now or hereafter applicable to the Landlord, Tenant or the Premises.

3. The following sentence is added at the end of Section 4(b)(i) of the Lease: “Hazardous Materials also includes Medical Waste; and Hazardous Materials Laws includes federal, state and local laws, ordinances, rules and regulations relating to or governing the use, storage, transportation and disposal of Medical Waste.”

4. Tenant shall, at its sole cost and expense, comply with all Laws in connection with the disposal of Medical Waste from the Premises, including contracting with a licensed medical disposal carrier to remove Medical Waste from the Premises and the Property, and to dispose of the same in accordance with applicable Laws.

5. Without limiting the generality of Tenant’s obligation pursuant to Section 4(a) of the Lease to comply with Laws, Tenant shall, at Tenant’s cost and expense, comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996 (i.e., so-called “HIPAA”), as it may be amended.

[End of Addendum]

Coversheet

2021-2022 Unaudited Actuals

Section: IV. Action Items - Consent Agenda
Item: A. 2021-2022 Unaudited Actuals
Purpose: Discuss
Submitted by:
Related Material: 2021-2022 Unaudited Actuals.xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2021-2022 Unaudited Actuals.xls

Coversheet

Conflict of Interest Code:

Section: IV. Action Items - Consent Agenda
Item: B. Conflict of Interest Code:
Purpose: Discuss
Submitted by:
Related Material:
Revised Conflict of Interest Code - 22.23.changesincluded 8.25.doc



CONFLICT OF INTEREST CODE

Purpose

The Political Reform Act of 1974 (Government Code §81000 et seq.) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, Health Sciences High and Middle College is therefore required to adopt such a code.

The conflict of interest provisions set forth in Chapter 7 of the California Political Reform Act of 1974 (“Political Reform Act”) prohibit any public officer or employee from making, participating in making, or influencing any charter decision in which he/she has a financial interest. The Act also requires that certain officers and employees of the charter disclose their financial interests. The charter is required to adopt a conflict of interest code that has the force of law and contains the following provisions:

1. A designation of those positions within the charter which involve the making of or participation in the making of decisions that may foreseeably have a material effect on the financial interests of the person holding the position;
2. For each such position, the specific types of investments, business positions, interests in real property and sources of income which must be disclosed; and
3. The circumstances under which individual, or categories of, designated employees must disqualify themselves from making or participating in the making of any decision that may foreseeably have a material effect on the financial interest of the person holding the position.

Penalties for Violation of Code

This Conflict of Interest Code has the force of law. Any violation hereof may constitute a misdemeanor with specified penalties depending on the nature of the infraction. All provisions of the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (FPPC), specifically 2 California Code of Regulations (CCR) Section 18730, and any amendments to the Act or regulations, not otherwise modified into this conflict of interest code, are incorporated by reference into this conflict of interest code.

Designated Positions:

These are persons who make or participate in the making of decisions that may foreseeably have a material effect on financial interests. This includes public officials, employees and consultants of Health Sciences High and Middle College who make governmental decisions, manage Health Sciences High School and Middle College’s investments, and who, therefore, must disclose certain investments, interests in real property, sources of income and business positions, and disqualify themselves from making or participating in the making of governmental decisions affecting those interests. (Updated list in Exhibit A)

Disclosure Categories: The disclosure categories set forth in Exhibit (B) specify which kinds of financial interests are reportable by a Designated Employee. Each Designated Employee is required to disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned. The financial interests set forth in a designated employee’s disclosure categories are the kinds of financial interests that he/she foreseeably can affect materially through the conduct of his/her office.

The definitions, not otherwise modified in this conflict of interest code, contained in the Political Reform Act of 1974, regulations of the FPPC, and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

Responsibilities:

Designated employees shall file disclosure statements and disqualify themselves from making decisions in accordance with the information below. Any management employee employing a consultant or establishing a committee shall determine whether the consultant or committee members will be required to file a statement of economic interest.

Designated employees set forth in Exhibit A shall file statements of economic interests (Form 700) with the Secretary of Health Sciences High and Middle College. Upon receipt of the statements of the members of the HSHMC Board, the Secretary shall make and retain copies and forward the original of these statements to the Clerk of the Board of Supervisors for the County of San Diego. Statements for all other designated employees shall be retained by the Secretary.

Time of Filing and Contents of Statements of Economic Interests

1. Initial statements - N/A
2. Assuming office statements
 - a. Members of the HSHMC Board and all persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming office or the designated positions.
 - b. Members of the HSHMC Board and all persons who assume a charter office or designated position within 30 days after leaving another charter office or designated position are not required to file an assuming office statement.
 - c. Statements shall disclose any reportable investments, interests in real property and positions held on the date of assuming office, and income received during the 12 months prior to the date of assuming office.
3. Annual statements
 - a. Members of the HSHMC Board and all designated employees shall file statements no later than April 1.
 - b. Members of the HSHMC Board and all persons assuming office between October 1 and December 31, and who have properly filed an assuming office statement, are not required to file the next annual statement, but will do so the following year.
 - c. Statements shall disclose any reportable investments, interest in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.
4. Leaving office statements
 - a. Members of the HSHMC Board and all designated employees who leave office or designated positions shall file statements within 30 days after leaving office.
 - b. Members of the HSHMC Board and all persons who leave a charter office or designated position only to assume another charter office or designated position within 30 days are not required to file a leaving office statement.
 - c. Statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

5. A person who is a candidate for election to the HSHMC Board shall file a statement of economic interests with the Registrar of Voters no later than the time of filing declaration of candidacy.

6. Statements for persons who resign prior to assuming office. Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his/her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his/her appointment. Such person shall not file either an assuming or leaving office statement. Any person who resigns a position within 30 days of the date of a notice shall do both of the following:

- a. File a written resignation with the charter; and
- b. File a written statement with the charter declaring under penalty of perjury that during the period between appointment and resignation he/she did not make, participate in the making, or use the position to influence any decision of the charter or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

7. A designated employee who is required to disclose any interest in real property shall file a supplementary statement disclosing any partially or wholly newly acquired or disposed of reportable interest in real property within 30 days of that acquisition or disposal.

Manner of Reporting

Statements of economic interests shall be made on forms prescribed by the FPPC and supplied by the HSHMC Office. All statements shall include information concerning reportable investments, interests in real property, income and business positions held or received in accordance with 2 CCR Section 18730(b)(7).

Prohibition on Receipt of Honoraria

No member of the HSHMC Board or designated employee shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests. Government Code Section 89501 shall apply to the prohibitions on receipt of honoraria. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

Prohibition on Receipt of Gifts

No member of the HSHMC Board or designated employee shall accept gifts with a total value of more than the limit established each year pursuant to 2 CCR 18730 in a calendar year from any single source, if the member or designated employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests. Government Code Section 89503 shall apply to the prohibitions on receipt of honoraria.

Loans to Members of the School Board

1. No member of the HSHMC Board shall, from the date of his/her election to office through the date that he/she vacates office, receive a personal loan from any officer, employee, member or consultant of the charter.
2. No member of the HSHMC Board shall, from the date of his/her election to office through the date that he/she vacates office, receive a personal loan from any person who has a contract with the charter. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the

indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the School Board member's official status.

3. No member of the HSHMC Board shall, from the date of his/her election to office through the date that he/she vacates office, receive a personal loan of \$500.00 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.
4. This section shall not apply to the following:
 - a. Loans made to the campaign committee of the member of the HSHMC Board or candidate for member of the HSHMC Board.
 - b. Loans made by a HSHMC Board member's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempt under this section.
 - c. Loans from a person, which, in the aggregate, do not exceed \$500.00 at any given time.
 - d. Loans made, or offered in writing, before January 1, 1998.
 - e. Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

Personal Loans Received by Designated Employees

Personal loans received by designated employees may be considered gifts, under 2 CCR Section 18730(b)(8.4), for purposes of reporting them on the statement of economic interests.

Disqualification

No member of the HSHMC Board or designated employee shall make, participate in making, or in any way attempt to use his/her official position to influence the making of any government decision that he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the member of the School Board or designated employee, or a member of his or her immediate family, or on:

1. Any business entity in which he or she has a direct or indirect investment worth \$2,000.00 or more.
2. Any real property in which he or she has a direct or indirect interest worth \$2,000.00 or more.
3. Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500.00 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made.
4. Any business entity in which he/she is a director, officer, partner, trustee, employee, or holds a position of management.
5. Any donor or, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470.00 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Manner of Disqualification

1. Designated employees. A designated employee required to disqualify himself or herself shall notify his/her supervisor in writing. This notice shall be forwarded to the HSHMC Office, which shall record the employee's disqualification. Upon receipt of such statement, the supervisor shall immediately reassign the matter to another employee.
2. Member of the HSHMC Board. In case of a designated employee who is a member of the board, notice of disqualification shall be given at the meeting during which consideration of the decision takes place and shall be made part of the official record of the board. The member then shall refrain from participating and shall attempt in no way to use his/her official position to influence any other person with respect to the matter.

Legally Required Participation

No member of the HSHMC Board or designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a member of the HSHMC Board or designated employee who is on a voting body is needed to break a tie does not make his/her participation legally required for purposes of this section.

Assistance of the Commission

Any designated employee who is unsure of his/her duties under this code may request assistance from the FPPC pursuant to Government Code Section 83114.

Legal Reference:

Political Reform Act of 1974

California Government Code Sections 83000 et. seq., and 89000 et. seq.

2 CCR Section 18000 et. seq

APPENDIX A

DESIGNATED POSITIONS

Designated Position	Assigned Disclosure Category
Members of the HSHMC Board	1, 2, 3
Chief Education Officer	1, 2, 3
Chief Financial Officer	1, 2, 3
Business Manager	1, 2, 3
Consultants	*

*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Chief Education Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Education Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code.

APPENDIX B

DISCLOSURE CATEGORIES

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any county in which HSHMC operates.
- b. Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the acquisition or disposal of real property or are engaged in building construction or design.

Category 2

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, and business positions in any business entity of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by HSHMC, its parents, teachers and students for educational purposes. This includes, but is not limited to, educational supplies, textbooks and items used for extra-curricular courses.

Category 3

Designated positions assigned to this category must report:

Investments in, income, including gifts, loans, and travel payments, from, sources which are engaged in the performance of work or services of the type to be utilized by HSHMC, its parents, teachers and students for educational purposes. This includes, but is not limited to, student services commonly provided in public schools such as speech therapists and counselors.

Coversheet

2022-2023 Fiscal Control Policy

Section: IV. Action Items - Consent Agenda
Item: C. 2022-2023 Fiscal Control Policy
Purpose:
Submitted by:
Related Material: Updated Fiscal Control Policy - 8.31.22.doc

HEALTH SCIENCES

FISCAL AND OPERATING POLICIES

2022-2023

(Board Approval – August 31, 2022)

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100 INTERNAL CONTROL POLICIES

101 Introduction

Internal control policies provide the Health Sciences High and Middle Charter School, hereafter known as the Charter School, with the foundation to properly safeguard its assets, implement management's internal policies, provide compliance with state and federal laws and regulations and produce timely and accurate financial information. Additionally, as a publicly supported entity, the Charter School has additional responsibilities to ensure the public's confidence and the integrity of the Charter School's activities.

102 Compliance With Laws

The Charter School will follow all the relevant laws and regulations that govern the Charter School. Additionally, any Federal Government laws and regulations that relate to grant funding will be adopted as the grant funding is received. The following are specific policies of the Charter School:

A. Political Contributions

No funds or assets of the Charter School may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the Charter School for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. The Charter School also cannot be involved with any committee or other organization that raises funds for political purposes.

Following are examples of prohibited activities

1. Contributions by an employee that are reimbursed through expense accounts or in other ways.
2. Purchase by the organization of tickets for political fundraising events.
3. Contributions in kind, such as lending employees to political parties or using the Charter School assets in political campaigns.

B. Record Keeping

To provide an accurate and auditable record of all financial transactions, the Charter School's books, records, and accounts are maintained in conformity with generally accepted accounting principles as applicable to Charter Schools.

Further, the Charter School specifically requires that:

1. No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of the Charter School.
2. Receipts and disbursements must be fully and accurately described in the books and records.
3. No false entries may be made on the books or records nor any false or misleading reports issued.
4. Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

200 Organizational Conflict Of Interest Or Self-Dealing (Related Parties)

The Charter School will not be operated for the benefit of an affiliated or unaffiliated organization or an individual in his or her own private capacity or individuals related to the Charter School or members of its management, unless the private benefit is considered merely incidental. This private benefit preclusion will extend to:

- A. Sale or exchange, or leasing, of property between the agency and an affiliated or unaffiliated organization or a private or related individual.
- B. Lending of money or other extension of credit between an agency and an affiliated or unaffiliated organization or a private or related individual.
- C. Furnishing of goods, services or facilities between the agency and an affiliated or unaffiliated organization or a private or related individual.
- D. Payment of compensation, unless authorized by the HSHMC Board or its governing body, by the Charter School to an affiliated or unaffiliated organization or a private or related individual.
- E. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Charter School.

201 *Organizational Conflict Of Interest Or Self-Dealing (Related Parties) - continued*

Thus, the Charter School will be guided by the principle of arms-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s).

Related party transactions shall include transactions between the charter school and members of the board, management, contracted management organization, employees, related individuals and affiliated companies. Related individuals within the scope of this definition include spouses, parents, children, spouses of children, grandchildren, siblings, father in law, mother in law, sister in law and brother in law of a board member or charter school employee.

202 *HSHMC Board Authorities*

The HSHMC Board shall have the sole authority to approve and will incorporate into its own minutes such matters as (i) change of the Charter School's name, with SDUSD pre-approval (ii) adoption of the annual operating and capital budgets, (iii) selection or termination of key employees (iv) key employees salary and salary changes, (v) incurrence of debt, mortgages or other encumbrances and their covenants and restrictions, within the terms of the charter (vi) investment policies, (vii) depository and investment banks, (viii) purchase or sale of property (ix) opening up or closing checking or savings accounts, (x) selection of the Charter School's certified public accountants and (xi) other activities associated with the operations of the Charter School.

The HSHMC Board will meet quarterly to ensure that its fiduciary duty is maintained. The Board will review the following: prior meeting minutes, business items, educational items, and any applicable subcommittee reports.

203 *Signature Authorities*

To properly segregate duties within the Charter School, the President of the Board and the Charter Chief Education Officer are the only individuals with full signatory authority and are responsible for authorizing all other individuals with limited signatory authority.

204 *Government Access to Records*

The Principal or contracted business back office services provider will provide access to the organization's records to SDUSD and provide supporting records, as requested, in a timely manner.

205 *Security of Financial Data*

- A. The system's accounting data must be backed up daily by the business back office services provider to ensure the recoverability of financial information in case of hardware failure. The back up will be stored in a fire safe area and properly secured.
- C. All other financial data, petty cash box, unused checks and unclaimed checks will be secured by the Principal or the business back office services provider from unauthorized access.

206 *Security of Charter School Documents*

Originals of the following corporate documents are maintained and their presence is verified on a periodic basis:

- A. Charter and all related amendments
- B. Minutes of the HSHMC Board and subcommittees
- C. Banking agreements
- D. Leases
- E. Insurance policies
- F. Vendor invoices
- G. Grant and contract agreements
- H. Fixed asset inventory list

207 *Use of Charter School Assets*

- A. No employee may use any of the Charter School property, equipment, material or supplies for personal use without the prior approval of the Principal or Chief Education Officer.

208 *Use Of Charter School Credit Cards*

- A. Charter School credit cards should only be issued with the formal approval of the Board of Trustees and with proper justification. The cost/benefit to the Charter School should be fully reviewed to ensure that no other method is appropriate. If credit cards are issued they should be assigned to certain Charter School employees and should be used only for charter school-related expenditures.

300 FINANCIAL MANAGEMENT POLICIES

301 Basis Of Accounting

The Charter School will maintain their accounting records and related financial reports using the accrual basis of accounting.

302 Accounting Policies

The Charter School is a not-for-profit charter school approved under *Education Code* Section 47604 that operates as a nonprofit public benefit corporation pursuant to Section 501(c) (3) of the *Internal Revenue Code*. Accordingly, it uses the not-for-profit accounting model and the accrual basis of accounting. The authoritative source of GAAP for this model is the Financial Accounting Standards Board (FASB).

303 Basis of Presentation

The Charter School uses a chart of accounts in compliance with the Standardized Account Code Structure or SACS. The operations of the Charter School are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures.

304 Revenues

Under the accrual basis of accounting, revenues are recognized when earned.

305 Expenditures

Under the accrual basis of accounting, expenses are recognized when services are incurred or goods are received.

306 *Incurred Costs*

For the purpose of invoicing funding sources for allowable costs under cost reimbursement contracts, the term "costs incurred" is defined as follows:

- A. Costs related to items or services incurred directly for the contract and received at the time of the request for reimbursement and not specifically disallowed by the funding source.

307 *Cash Management*

- A. The Charter School maintains cash accounts at the following banks:
 - 1. Union Bank
 - 2. San Diego County Treasury

308 *Accounts Receivable Aging Criteria*

Accounts receivable outstanding are aged on a thirty, sixty, ninety, and over-ninety day basis.

309 *Grant/Contract Invoicing*

- A. All invoices are submitted to the funding sources by dates specified in the grant or contract agreement.
- B. The invoicing format is that specified by the funding source.

310 *Budgets*

- A. In June of each year the back-office service provider prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget if applicable. These budgets and projections are reviewed and approved by the HSHMC Board at an annual meeting and modified as necessary.
- B. A profit and loss statement displaying budget vs. actual results is prepared monthly by the back office services provider and reviewed by the Chief Education Officer. Summary budget vs. actual reports are presented to the HSHMC Board at each quarterly board meeting.

311 *Insurance and Bonding*

- A. The Charter School maintains minimum levels of coverage as required per the MOU with San Diego Unified. The HSHMC Board may decide to carry higher levels of insurance by a vote:
 - 1. General liability-\$5,000,000 per occurrence
 - 2. Business & personal property (including auto/bus)-\$2,000,000 per occurrence
 - 3. Workers' Compensation-\$1,000,000 per occurrence
 - 4. Errors and Omissions-\$1,000,000/\$2,000,000 per claim/annual aggregate. \$5,000 deductible per claim.
 - 5. Employee Practice-\$1,000,000/\$2,000,000 per claim/annual aggregate. \$5,000 deductible per claim.
- B. The Charter School requires proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the HSHMC Board.

312 *Record Retention And Disposal*

- A. Records are maintained for the following indicated minimum periods:
 - Books, records, documents and other supporting evidence including paid, cancelled or voided checks, accounts payable records, vendors' invoices, payroll sheets and registers of salaries and wages, tax withholding statements, employees' timesheets and other public documents are retained for seven years after the original entry date.
- B. All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service are retained for three years from the end of the fiscal year in which the records were originally prepared.
- C. All financial records are maintained in chronological order, organized by fiscal year.

313 *Financial Reporting*

The back-office services provider maintains supporting records in sufficient detail to prepare the Charter School's financial reports, including:

- A. Annually:
 - 1. Financial statements for audit
 - 2. Annual budget
 - 3. 1st and 2nd interims, and 3rd interim if needed
 - 4. Unaudited actuals
- B. Monthly:
 - 1. Trial balance
 - 2. Internally generated budget vs. actual financial statements

3. Billing invoices to funding sources
4. Updating the cash flow projection

C. Periodically:

1. IRS Forms 941 and payroll tax returns and comparable state taxing authority returns
2. Other reports upon request

314 *Audit*

The HSHMC Board arranges annually for a qualified certified public accounting firm to conduct an audit of the Charter School's financial statements in accordance with *Government Auditing Standards* and the *Governmental Accounting Standards Board*.

The audit reports will be submitted to the granting agency, California Department of Education, County Superintendent of Schools, and State Controller's Office by December 15 of each year. (Education Code 47605(m))

315 *Audit/Finance Committee*

The HSHMC Board appoints an audit/finance subcommittee. This subcommittee will nominate the independent auditor and review the scope and results of the audit. The audit/finance subcommittee also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the subcommittee will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The audit/finance subcommittee will also review all financial information of the Charter School and provide recommendations to the HSHMC Board.

400 POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY

401 *ASSETS*

402 *Bank Accounts*

- A. Bank accounts for the indicated purpose and limitation(s) have been authorized by the HSHMC Board at the indicated Federal Deposit Insurance Corporation (FDIC)-insured banks:

Union Bank

403 *Petty Cash Payments*

- A. Petty cash payments are made from a fund not to exceed \$150, and should be for cash advances, local expense reimbursement and small-dollar vendor purchases, provided proper documentation is furnished with each request. No individual payment shall be greater than \$75.
- B. The petty cash account is balanced on a monthly basis by the Principal. The replenishment check is made out to the Principal - *Petty Cash Custodian*" on an as needed basis.

404 *LIABILITIES AND FUND EQUITY*

405 *Accounts Payable*

Only valid accounts payable transactions based on documented vendor invoices or other approved documentation are recorded as accounts payable.

406 *Accounts Payable Payment Policy*

Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis.

407 *Accrued Liabilities*

Salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as a liability when entitlement to payment occurs.

408 *Liability For Compensated Absences*

- A. Compensated absences arise when employees are absent from employment due to Personal Time Off leave. When the Charter School expects to pay an employee for such compensated absences, a liability for the estimated probable future payments is accrued if all of the following conditions are met:
1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
 2. The employee's right to receive the compensation for future absences is vested or accumulates.
 3. It is probable that the compensation will be paid.
 4. The amount of compensation is reasonably estimable.
- B. Compensated absences not required to be paid upon employee termination are only recorded when paid.

409 *Debt*

- A. Short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year.
- B. Loan agreements approved by the HSHMC Board should be in writing and should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.

500 REVENUE

501 Revenue Recognition

The Charter School records revenue using the accrual basis of accounting, consistent with generally accepted accounting principles.

600 FACILITIES

601 Disposal Of Property And Equipment

- A. No property or equipment shall be removed from the premises without prior written approval from either the CEO, Chief Financial Officer, or Principal.
- B. The Charter School has adopted standard disposition procedures for Charter School staff to follow, which include an *Asset Disposal Form*, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.
- C. When property is retired, the appropriate entry reflecting disposition of the asset and any associated depreciation will be recorded on the general ledger. Any gain or loss realized on the asset will be recorded as well.

700 PROCUREMENT POLICIES

- A. The Charter School adheres to the following objectives:
 - 1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
 - 2. All purchases will be made in the best interests of the Charter School and its funding sources.
 - 3. Only quality supplies/services will be obtained, and delivery will be scheduled at the time and place required.
 - 4. Purchases will be made from responsible sources of supply.
 - 5. Maximum value for all expenditures will be obtained.
 - 6. Vendors will be dealt with fairly and impartially.
 - 7. Dependable sources of supply will be maintained.
 - 8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest resulting from purchasing from related parties or even the appearance of a conflict of interest in the Charter School supplier relationships.
- B. All lease agreements and contracts in excess of \$50,000 will be evidenced by a written document approved by the HSHMC School Board and signed by the Chief

Education Officer. The document will identify all the terms and conditions of the lease/contract.

800 TRAVEL POLICIES

801 Employee Mileage Reimbursement

- A. All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel. In addition, parking fees and tolls paid are reimbursable if supported by receipts.
- B. All employees requesting such mileage reimbursement are required to furnish a *Travel Report* containing the destination of each trip, its purpose, the miles driven, and parking fees and tolls paid. The Travel Report will be submitted within one month after the travel date, supported by receipts if applicable.

900 CONSULTANTS AND CONTRACTORS

901 Consultant Utilization

The utilization of all consultants and contract personnel are sufficiently evidenced by:

- A. A contract outlining details of the agreement (e.g., work requirements/details of actual services to be performed, rate of compensation, and nature and amount of other reimbursable expenses, if any) with the individuals or organizations providing the services.
- B. Invoices or billings submitted by consultants, including sufficient detail of time expended and the actual services performed.
- C. The use of a management contract for educational and administrative services will clearly identify the contractor's performance requirements including students' academic achievement, contractor's compensation and the Charter School's rights to educational curricula and intellectual property developed.

902 Independent Contractors

The use of Independent Contractors is closely monitored so as not to vary from the rules of the Internal Revenue Code. In particular, Independent Contractors will:

- A. Not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work.
- B. Adhere to a precise contract scope of services, recomputed or at least adjusted annually. The consultant agreement will specify the obligation of the consultant to pay his or her own self-employment taxes, if applicable.
- C. Not receive any fringe benefits as such, although their fee may include provision for fringe benefits.
- D. Not be assigned a permanent workstation.
- E. Make their services available or work for a number of firms or persons at the same time.
- F. Use their own stationery or time sheet in billing for services.

PART II

1000 - GENERAL ACCOUNTING PROCEDURES

In this section, procedures are described for the overall accounting system design, General Ledger activity and General Ledger closeout for the Charter School.

1001 GENERAL LEDGER ACTIVITY

Control Objective

To ensure that all General Ledger entries are current, accurate and complete.

Major Controls

A. Timeliness of Entries

All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.

B. Support Documentation

All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.

C. Audit Trail

A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

Procedures

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) before entering into the accounting system.
2. Each entry in the accounting system is reviewed and approved by the Business Manager.
3. Provision is made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals and recording non-cash transactions, are prepared as circumstances warrant and on a monthly basis.
5. All entries in the books of original entry (e.g., cash receipts journal and checkbook) are made soon after the accounting event from authorized forms, and are prepared and reviewed by qualified accounting personnel.

1002. GENERAL LEDGER CLOSE-OUT

Control Objective

To ensure the accuracy of financial records and reports.

Major Controls

A. Trial Balance

Monthly, a trial balance is prepared to ensure the accuracy of the General Ledger account balances.

B. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers

Reconciliations are prepared on a monthly basis.

Procedures

- A. At the end of each month, a trial balance of all General Ledger accounts is prepared by the back office business services provider and given to the Chief Education Officer.
- B. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the back office business services provider.
- C. At fiscal year end and after the annual audit, all income and expense accounts are closed out, and the general ledger balances are agreed to the unaudited actuals and audited financial statements.

1100 - CASH MANAGEMENT PROCEDURES

In this section, procedures are described for cash receipts, cash disbursements, and petty cash funds and prepaid items.

1101. CASH RECEIPTS

Control Objective

To record cash receipts completely and accurately and to prevent the diversion of cash assets.

Major Controls

A. Cash Flow Projection

The Charter School annually prepares, and updates monthly, a cash flow projection for operations and capital cash needs to monitor and ensure adequate cash flow.

B. Cash Receipts Policies

The Charter School has internal control systems in place to monitor cash receipts, and ensure that deposits are made in a timely manner. The Charter School also uses electronic fund transfers to accelerate deposits.

C. Internal Accounting Controls

- 1. Opening of mail is assigned to an employee with responsibilities independent of access to files or documents pertaining to accounts receivable or cash accounts.
- 2. Listed receipts and credits compared to accounts receivable and bank deposits.
- 3. General Ledger control accounts reconciled with Accounts Receivable Subsidiary Ledger

Procedures

A. General

1. Mail is reviewed by the Receptionist who sorts the checks and forwards them to the Business Manager or the appropriate recipient.
2. All checks are restrictively endorsed immediately.
3. The back office business services provider prepares journal entries.
4. The back office business services provider reviews and signs off on journal entries.
5. The back office business services provider inputs journal entries.
6. The Principal makes deposits on a regular basis. If deposits are made other than daily, deposits should be maintained in a secure area with limited access.
7. Reconciliation of cash receipts to deposit slips and bank statements are performed by the back office business services provider on a monthly basis.

1102. CASH DISBURSEMENTS

Control Objective

To disburse cash for authorized purposes and record cash disbursements completely and accurately.

Major Controls

A. Cash Disbursement Policies

Check preparation and signatures are delayed until the due date, consistent with available discounts if available.

B. Internal Accounting Controls

1. Pre-numbered checks and special check protective paper.
2. Match disbursement records against accounts payable/open invoice files.
3. Bank statements reconciled to cash accounts and any outstanding checks verified by the back office business services provider.
4. Supporting documentation canceled to prevent resubmission for payment. Software does not allow the same invoice number to be entered twice.
5. Detailed comparison of actual vs. budget disbursements on a periodic basis.
6. Separation of duties to the extent possible for an organization the size of the HSHMC Charter School.

Procedures

1. When the transaction is complete and payment is due, a pre-numbered check is prepared by the back office business services provider who attaches all supporting documentation: (e.g. vendor invoice, purchase order, purchase requisition, etc.).
2. All invoices submitted for signature will include approvals for payment and expense account charged. Check number and date of payment are added to the documentation once item is paid.
3. The Chief Education Officer or Principal approves invoices for payment, after examining the supporting documentation.
4. After having been approved and/or signed, the checks are mailed directly to the payee by the back office business services provider.
5. All supporting documents are canceled (i.e. stamped *PAID*) by the signatory and filed by back office business services provider.
6. On a periodic basis, cash disbursement records are matched against accounts payable/open invoice files for any discrepancies.
7. Bank statements are reconciled soon after receipt by the back office business services provider.

1103. *PETTY CASH FUNDS*

Control Objective

To control the use of petty cash funds for valid transactions.

Major Controls

Internal Accounting Controls

Reconcile petty cash funds by employees with responsibilities independent of cash receipts, disbursements or custody.

Procedures

1. The Charter School will maintain an imprest petty cash system of \$150, which will be maintained and secured by the Chief Education Officer or their designee.
2. The Chief Education Officer or their designee maintains a log of all disbursements made from the petty cash fund and uses a *Petty Cash Voucher* for all petty cash disbursements. No disbursements will be for greater than \$75.
3. When the fund needs to be replenished, a check request is prepared by the Chief Education Officer or their designee, attaching the log of disbursements and the supporting vouchers. See cash disbursement procedure above for payment.
4. Any differences between the check request to bring the fund up to the petty cash amount and total disbursements made are reviewed and a justification is prepared.
5. Funds disbursements are entered into the General Ledger by expense category when the fund is replenished.

1104. *ASB FUNDS*

Cash control procedures

1. Pre-numbered receipt books for all receipt transactions
2. Separate receipt books used for separate events
3. Inventory control
4. Pre-numbered tickets for event sales
5. Cash boxes or locked drawers are used to keep received money secure

Proper cash handling and physical chain of custody for all cash receipts

1. No cash or checks will be accepted unless accompanied by the appropriate documents
2. Only employees or students designated by the Principal or Account Manager will accept cash
3. All students handling cash will be supervised by a designated staff member.

4. Dual cash counts performed as determined necessary by account manager or principal
5. Written receipts issued when cash is received
6. A vendor check request must be approved by account manager or principal in advance of any check or cash disbursement to any individual or company.
7. Checks are endorsed for deposit to the bank account
8. Deposits made to bank accounts at least weekly
9. Bank accounts are reconciled on a monthly basis

1200 - PAYROLL PROCEDURES

Payroll procedures are organized under six categories: personnel requirements, personnel data, timekeeping, preparation of payroll, payroll payment, and payroll withholdings.

1201. PERSONNEL REQUIREMENTS

Control Objective

To ensure that the Charter School hires only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

Major Controls

A. New Employees

1. Requests for new employees are initiated by the Chief Education Officer and compared with the approved annual personnel budget.
2. New employees complete an *Application for Employment*.
3. New employees complete all necessary paperwork for payroll.
4. Employee is fingerprinted for a security clearance and takes a TB test. Security clearance and a negative TB test result must be received by the charter school before any employee may start work.

B. Personal Time Off Pay

1. Employees accrue personal time off time based on personnel policy of the Charter School. (see employee handbook)
2. Employee is required to provide advanced notice to supervisors for a planned personal time off request.
3. Regular part-time employees will earn personal time off on a pro-rated basis based on personnel policy of the Charter School.
4. Employees' earned personal time off balances are adjusted monthly to reflect personal time off earned and taken and are reviewed by the Principal on a quarterly basis.
5. The Principal monitors personal time off by maintaining a log for each individual.
6. Unused personal time off is based on personnel policy of the Charter School.

1202. TIMEKEEPING

Control Objective

To ensure that payment for salaries and wages is made in accordance with documented time records.

Major Controls

A. **Timekeeping Policies**

Employees are instructed in the proper charging of time to assure the accuracy of recorded time to cost objectives.

B. **Time Sheet**

Labor hours are accurately recorded and any corrections to timekeeping records, including the appropriate authorizations and approvals, are documented.

C. **Internal Accounting Controls**

Reconciliation of hours charged on time sheets to attendance records are completed monthly.

Procedures

Time Sheet Preparation

1. Hourly and salaried employees prepare time sheets on a monthly basis.
2. In preparing time sheets, employees:
 - a. Enter hours in ink and sign the completed timekeeping record
 - b. Make all corrections in ink by crossing out the error and initialing the change.
 - c. Submit the completed time sheet to the Principal.

Approval and Collection of Time Sheets

1. Each employee's time sheet is forwarded to the Administrative Assistant or Receptionist on a monthly basis. The timesheets are forwarded to the Principal who reviews and approves them.
1. Authorized timesheets are forwarded to the back office business services provider for processing by the Principal.

Reconciliation of Payroll to Time Sheets

1. Hours shown on time sheets are reconciled to the hours recorded on the Payroll Register by the Principal for each time sheet period.

1203. PREPARATION OF PAYROLL

Control Objective

To ensure that payment of salaries and wages is accurately calculated.

Major Controls

A. **Internal Accounting Controls**

Time records are reconciled with payroll records.

Procedures

1. The Principal forwards approved time sheets to the back office business services provider.
2. The total time recorded on time sheets and the number of employees is calculated by the back office business services provider.
3. Recorded hours from the monthly time sheets are accumulated by the back office business services provider and communicated to the Payroll Service electronically.
4. The payroll documents received from the Payroll Service (e.g., calculations, payrolls and payroll summaries) are compared with time sheets, pay rates, payroll deductions, compensated absences etc. by the back office business services provider or Principal.
5. The back office business services provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the back office business services provider.
7. The Payroll Service sends a copy of the Payroll Register directly to the Principal for review.

1204. PAYROLL PAYMENT

Control Objective

To ensure payment for salaries and wages by check, direct deposit, cash or other means is made only to employees entitled to receive payment.

Major Controls

- A. Employees are encouraged to participate in direct deposit.
- B. For those employees receiving a paper check, the check is mailed to the employee at their address of record.
- C. If an employee picks up a paper check from the office they will be required to present identification showing they are the person named on the check and to sign and date a log verifying receipt of the check.

1205. PAYROLL WITHHOLDINGS

Control Objective

To ensure that payroll withholdings are correctly computed and paid to the appropriate third parties.

Major Controls

A. Reconciliation of Payment and Payroll Withholdings

Payroll withholdings are recorded in the appropriate General Ledger control accounts and reconciled with payments made to third parties.

B. Internal Accounting Controls

The Payroll Service calculates payroll withholdings, which are reviewed and verified by the back office business services provider.

Procedures

1. The Payroll Service calculates payroll withholdings for each employee. These are summarized by pay period and recorded in General Ledger.
2. Payments for payroll withholdings are reconciled with the amounts recorded in the General Ledger control accounts by the back office business services provider.
3. The back office business services provider reviews the accuracy and timeliness of payments made to third parties for payroll withholdings.
4. Original withholding and benefit election forms, maintained in the employee file, are prepared by the employee and reviewed and approved on a periodic basis by the back office business services provider.

1300 ASSET TRACKING AND DEPRECIATION

Procedures

1. All assets with an acquisition cost of \$500 or more should be tracked through the use of an inventory list. This list should include:
 - a. Acquisition date
 - b. Value of the asset when acquired
 - c. Description of the asset
 - d. Vendor or donor from whom the asset was acquired
 - e. Location(room number) of the asset
2. Property acquired with an estimated useful life of greater than one fiscal year shall be capitalized and depreciated according to the capitalization thresholds and estimated useful lives assigned to each category of capital assets. Property, plant, and equipment shall be categorized by the following asset types and depreciated using straight line method and half year convention in accordance with the following capitalization thresholds and estimated useful lives.

Asset Type	Capitalization Threshold	Useful Life
Land	\$0	n/a
Land Improvements	\$10,000	10 years
Buildings	\$100,000	50 years
Building Improvements	\$50,000	10 years
Machinery, Equipment, Transportation	\$5,000	8 years
Furniture, Fixtures, and Office Equipment	\$5,000	8 years
Computers	\$5,000	5 years

3. Costs include the acquisition costs as well as any ancillary costs, such as freight, installation, and setup costs associated with preparing the asset for its intended use.
4. Expenditures incurred in construction, such as materials, labor, supervision, engineering, legal, insurance, and overhead, will be categorized as “construction in progress” until the

project is completed and placed in service. No depreciation shall be taken on construction in progress.

5. Records will be maintained of the location, cost, and accumulated depreciation of all capital assets.
6. An inventory of assets will be performed annually, verifying the asset is still in the charter school's possession and updating any change in location.

1400 EXPENSE REIMBURSEMENT

Control Objective

To ensure the Charter School pays for only authorized business expenses.

Major Controls

A. Travel Policies

The Charter School has adopted policies on travel reimbursement.

A. Employee Expense Reimbursement Documentation

Employees are required to obtain and furnish documentation for individual expenses of \$25 or over (provided they are not on a per diem basis) as well as documentation for any company credit card purchases.

B. Internal Accounting Controls

1. Justification for travel is approved by the Chief Education Officer or Principal
2. Documentation for incurred employee expenses is required
3. Documentation for company credit card purchase is required

C. Expense Advance or Reimbursement

1. Soon after traveling, but not exceeding 30 days, an employee who seeks reimbursement for authorized expenses completes a *Travel Report* detailing the expenses incurred, attaching originals of supporting documentation.
2. All credit card purchases are supported by invoices or receipts in order to be reimbursed.
3. The employee's *Travel Report* and credit card purchases invoices are reviewed and approved by the Principal.

1500 - MANAGEMENT REPORTING PROCEDURES

In this section, procedures are covered for supporting the annual budget, financial reporting and tax compliance.

1501. ANNUAL BUDGET

Control Objective

To effectively support the preparation of the annual budget and its periodic review.

Major Controls

A. **Budget Process**

The Chief Education Officer works with the back office business services provider and prepares the annual operating and capital budgets and cash flow projection, with input from HSHMC's community. The budgets and projections are submitted to the HSHMC Board for approval.

B. **Internal Accounting Controls**

Accuracy and completeness of the budget and projections

Procedures

1. In preparation of the annual operating and capital budget and cash flow projection, the back office business services provider prepares a preliminary budget and projection for review by the Chief Education Officer in consultation with the charter school staff.
2. To support budget and projection estimates, the back office business services provider prepares current year-to-date financial data with projections of year-end totals.
3. The back office business services provider and the Chief Education Officer review the budget and projection submitted for completeness and reasonableness.
4. The HSHMC Board approves and adopts the final budget and projection.
5. The adopted budget totals are entered in the General Ledger by the back office business services provider for the new fiscal year, in order to prepare budget to actual reports.

1502. FINANCIAL REPORTING

Control Objective

To ensure the accuracy, completeness and timeliness of financial reporting to support decision-making.

Major Controls

A. **Schedule**

Monthly managerial reports are prepared based on a schedule.

B. **Review and Approval**

Financial reports are reviewed for accuracy and completeness.

C. **Audit**

The annual financial statements of the Charter School are audited by a certified public accounting firm.

Procedures

1. The back office business services provider prepares monthly budget vs. actual financial reports and a cash flow projection for the Chief Education Officer to review. Quarterly reports are reviewed by the HSHMC Board.
2. The Charter School submits to an audit of its financial statements by a qualified certified public accounting firm, in accordance with *Governmental Auditing Standards*
3. The Charter School shall automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m).

1503. PAYROLL TAX COMPLIANCE

Control Objective

To accurately prepare and file required tax documents on a timely basis.

Procedures

1. The Charter School maintains a schedule of required filing due dates for:
 - (i) *IRS Form W-2* - Wage and Tax Statement.
 - (ii) *IRS Form W-3* - Transmittal of Income and Tax Statements.
 - (iii) *IRS Form 940* - Employer's Federal Unemployment (FUTA) Tax Return.
 - (iv) *IRS Form 941* - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
 - (v) *IRS Form 1099 MISC* (also *1099-DIV*, *1099-INT*, *1099-OID*) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
 - (i) Quarterly and annual state(s) unemployment tax return(s).
2. Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the back office business services provider for accuracy and completeness.

Coversheet

2022-2023 School Safety Plan

Section:	IV. Action Items - Consent Agenda
Item:	D. 2022-2023 School Safety Plan
Purpose:	Discuss
Submitted by:	
Related Material:	HSHMC Safety Plan 22-23.docx (2).pdf

HSHMC, Inc.

School Site Safety Plan

2022-2023

Contact Information

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HSHMC, Inc.
School Site Safety/Emergency Preparedness Plan
2022-2023

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HSHMC, Inc. School Site Safety Plan 2022-2023

1. Assessing the current status of school

Health Science High Middle College Inc. (HSHMC, Inc.) is in the fifteenth year of its Charter. HSHMC, Inc. will provide a safe and orderly school environment while addressing safety issues. This plan is a work in progress as the new facility is still under construction. The final plans will be revised once the building facility is complete and all plans are signed off by the Fire Marshal. The new safety plans and procedures will be presented to both the staff and students in the August and September school site safety training sessions. Please consider this school site safety plan a “work in progress”.

2. Identifying safe school strategies and programs

- a. Requirements of SB187 legislation include the following:
 - (1) The school site council is responsible for the development of the plan in consultation with law enforcement and other school site councils.
 - (2) The plan shall be evaluated and modified, as necessary, no less than once per year, and be available to the public.
- b. Respond to your school’s data by describing programs and activities that address individual school safety needs. (See Comprehensive School Safety Plan attached)

3. Addressing the school’s procedures for complying with existing laws relating to school safety, which shall include the development of all the following:

- a. **Child abuse reporting procedures consistent with Penal Code Section 11164 et seq.**
 - (1) All teachers, instructional aides, teacher’s assistants, classified employees, administrative officers, supervisors of child welfare and attendance, certificated staff, students’ personnel employees, day care center administrators, licensed day care workers, physicians, psychiatrists, psychologists, dentists, and licensed nurses are required to report suspected child abuse.
 - (2) A known or suspected instance of child abuse must be reported by telephone, immediately or as soon as practically possible, to one of the child protective agencies. Following the telephoned report, a written report shall be sent within 36 hours of receiving the information concerning the incident.
 - (a) Child abuse Team; San Diego Police Department
Phone: (619) 531-2260
 - (b) Integrated Child Protected Services
Department of Social Services

(619) 560-2191. (24-hour response number)

- (3) Persons observing evidence of suspected child abuse may inform provost or designee. Although not required, it is strongly suggested that employees inform the provost of the incident. Students and parents shall be aware that students also may report instance of child abuse on themselves or others to any faculty and staff of HSHMC, Inc..

All staff are notified of the above procedure at a scheduled meeting or as soon as possible after employment. This information is also included in the Faculty Handbook provided to all staff members.

b. Disaster Response Procedures

- (1) The site disaster plan has been developed to provide for the safety of students, staff, buildings, equipment, and supplies. It includes the organization of staff to meet an emergency, a system of warning, instruction, and preparation of students, and appropriate drills. See attached Site Emergency Preparedness Plan.
- (2) A “No False Drills” policy has been adopted at HSHMC, Inc. In the event of a “false alarm”, all staff members are aware that staff and students will evacuate the building and complete an orderly and safe evacuation of the classrooms and building. Staff and students will remain in the safe outdoor assembly areas until the all clear signal is made to return to the school building.
- (3) 911 Telephone Calls can be made by any adult staff member based on the emergency need. When a staff member makes a 911 emergency telephone call the following procedures will be adhered to:

- Staff member making the telephone call identifies him/herself and gives the location from where the call is made from.
- The staff member placing the call should remain on the telephone, with an open line, as long as the emergency dispatcher needs them.

After completing the emergency telephone call the staff member will notify the administration of the emergency and request any additional supports needed. If the staff member needs to remain on the telephone line during the emergency, that staff member should send a responsible student to a neighboring teacher for help. That teacher should immediately notify the administration for assistance.

Telephone Security:

HSHMC, Inc. has telephones in the Science wet lab, the receptionist desk, and all offices.

All staff members must adhere to the following rules for telephone security:

- Never allow students to use the telephone without prior approval of an adult who observes the telephone call.
- When leaving on extended breaks or weekends it is advised to disconnect the telephone and place it in a locked drawer or cabinet.
- Never allow students to gather around the telephone without immediate adult supervision.

- If you are the adult in the classroom and you suspect that the telephone has been improperly used, notify administration.

c. Suspension and Expulsion Policies

- (1) Suspension is defined as removal of a student from ongoing instruction for adjustment purposes.
- (2) Expulsion is defined as removal of a student from the immediate supervision and control or general supervision of school personnel at HSHMC, Inc.

HSHMC Inc. regards suspension and expulsion as a last resort. Our goal is to maximize time spent learning for each student. Criteria for suspension and expulsion of students is consistent with all applicable federal statutes and state and federal constitutional provisions. Governing law includes *the procedures by which pupils can be suspended or expelled—California Education Code Section 47605 (b)(5)(J)*. In addition, attention is focused on ensuring due process for students and their families. HSHMC, Inc. follows expulsion and suspension guidelines as outlined in this charter. All related hearings will conform to the state and federal laws regarding discipline, special education, confidentiality, and access to records (IDEA 2004, California Education Code 47605). The Principal may suspend students who fail to comply with these policies at any time. Students who habitually fail to comply with these policies and/or who present an immediate threat to health and safety may also be suspended and referred for expulsion to the HSHMC Inc. Governing Board upon recommendation of the Principal.

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 the School or at any other school or a School sponsored event at anytime 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. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director/Principal or designee's concurrence.

3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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.
 5. Committed or attempted to commit robbery or extortion.
 6. Caused or attempted to cause damage to school property or private property.
 7. Stole or attempted to steal school property or private property.
 8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
 9. Committed an obscene act or engaged in habitual profanity or vulgarity.
 10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
 11. 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.
 12. Knowingly received stolen school property or private property.
 13. 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.
 14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
 15. 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.
 16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 17. Engaged in or attempted to engage in hazing of another.
 18. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
 19. Made terrorist threats against school officials and/or school property.
 20. Committed sexual harassment.
 21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
 22. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.
- Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

d. Procedures for notifying teachers of dangerous pupils pursuant to Education Code Section 49079.

- Reference Administrative Procedure 4613.

(1) Upon receipt of information from the court that student has committed any of the crimes enumerated in Welfare and Institutions Code Section 827, the Placement and Appeals Office will inform the principal of information received from the court and the Probation Department which needs to be transmitted to teachers, counselors, or administrators with direct supervisory or disciplinary responsibility over the minor in order to enable them to (a) work with the student in an appropriate fashion, (b) avoid being needlessly vulnerable, or (c) protect other persons from needless vulnerability.

(2) Any information so received by a teacher, counselor, or administrator shall be confidential and shall not be disseminated further by the teacher, counselor, or administrator.

All HSHMC, Inc. staff are notified quarterly of the availability of a confidential list of students who have been suspended.

e. Sexual Harassment Policy

(1) Definition of sexual harassment: A form of sexual discrimination which includes, but is not limited to, unwelcome sexual advances., requests for sexual favors, verbal, visual, or physical conduct of a sexual nature made by someone from or in the education setting (see Office for Civil Rights Sexual Harassment Guidance, 62 Federal Register 12034, March 13, 1997).

(2) The district prohibits all sexual harassment and any sexual harassment that has the purpose or effect of having a negative impact on the faculty and staff or student's academic performance or of creating an intimidating, hostile, or offensive educational environment. HSHMC, Inc. also prohibits sexual harassment in which a student's grades, benefits, services, honors, program, or activities are dependent on submission to such conduct.

f. School-wide dress code-

- Reference HSHMC, Inc. Student Handbook

g. Procedures for safe ingress to and egress from school. (See Site Evacuation Maps)

(1) Site emergency preparedness plans shall include site map, designating planned evacuation routes, assembly areas, utilities shut-off valves, first aid/supply stations, and designated areas for prolonged student/staff care.

(2) As required by state law, each site administrator shall conduct safety drills (including fire, earthquake/disaster preparedness, bus safety, and campus emergencies) and maintain an accurate record of each drill.

(3) All students and staff shall review site evacuation procedures including primary/alternate routes and assembly areas, assigned responsibilities, and actions to take.

h. Procedures to ensure a safe and orderly environment conducive to learning

(1) HSHMC, Inc. faculty and staff shall be responsible for classroom discipline that will ensure a proper learning environment for all students. Every faculty and staff member shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, at internships locations, or while in attendance at any event attended as a member of HSHMC, Inc.

(2) All pupils shall comply with regulations, pursue the required course of study, and submit to the authority of the faculty and staff of HSHMC, Inc.

(3) Students are to be under direct supervision of a staff member or supervising partner of HSHMC, Inc. at all time while in school, or while attending a school-directed activity.

i. Rules and procedures on school discipline.

(1) It is the CEO or designee's responsibility to maintain good discipline in the school in accordance with Education Code, California Administrative Code, and HSHMC, Inc. regulations for measurement of citizenship and development of good discipline. HSHMC, Inc. may delegate to any faculty or staff those duties necessary for maintenance of good student conduct.

(2) Parents are expected to cooperate with school authorities in maintaining and encouraging proper standards of behavior for children.

Site Emergency Preparedness Plan

General Discussion

In order to prepare to react in the event of an emergency, we are required to formulate a sight emergency preparedness plan. This plan is intended to coordinate all emergency activities of staff and students, and give each person on site a definite plan of action to follow in the event of an emergency. It is most important for staff to realize that emergency preparedness must become a normal part of a continuous planning process throughout the year. A well-prepared and tested plan will minimize injuries and loss of life in a major disaster. Therefore, it is expected that all staff members be familiar with the school's emergency preparedness plan. Disaster planning experts indicate that in the event of a

natural calamity such as an earthquake. School staff should be prepared to be self-sufficient for as long as 72 hours. It is the goal of the HSHMC, Inc. administration to ensure the safety and accountability of students and staff and at the same time provide for their needs within that 72 hours. This is a requirement of California State Education Code. Staff members should remember that in times of stress, they must remain calm, evaluate the situation and act based on the best available information. Be aware that your calm behavior and clear communication will influence the students and other staff members.

Remember

Your first priority is the safety of the students!

All public employees are declared by law to be disaster services workers (Government Code 3100). They are subject to such disaster services as may be assigned to them by their supervisors or by law upon the declaration of an appropriate state of emergency. The extent to which HSHMC, Inc. employees' function as disaster services workers depends in large measure upon the decisions of the school administration.

Staff Suggestions and Responsibilities

Take attendance using a role book or Power School, do not lock any doors.

In the event of a true disaster, staff may be required to remain on site supervising students for up to 72 hours. No staff member may leave the site without express permission of the CEO or designee.

Be prepared to assume responsibilities other than those defined in the site plan. There is no way to pre-identify injuries.

If supervising students, account for all students at all times.

Have an emergency bag in the trunk of your car. Keep comfortable clothing, gloves, jacket, comfortable shoes, hat, flashlight, radio, trash bags, pillow, toothbrush, toothpaste, soap and possibly dehydrated food in it. Remember to keep fresh batteries in the radio and flashlight. Remember your own personal medications.

Until approval of the CEO or designee, do not reenter the building.

The primary responsibility of the staff is the safety of students. Do not endanger students or yourself attempting to save property—fighting fires, turning off flooding water mains, gas lines, etc.

On the signal to evacuate, evacuate all ambulatory students immediately. Remember, there may be no signal (electrical failure), and it may be necessary for you to judge that it is all clear and evacuate. Evacuate all the students you can, but do not endanger healthy students in an attempt to assist the injured.

Stay Calm

All teachers and staff not assigned to students during an emergency must still report to the emergency assembly area to help with supervision.

Emergency Drill Information Dates

Never assume there has been a false alarm. When you hear an alarm or signal, immediately follow emergency procedures. Keeping your students inside for any reason during an earthquake or fire alarm is not an option. All students and staff must evacuate as soon as the initial earthquake has occurred or as soon as knowledge of smoke or a fire occurs.

Drills will be conducted several times during the school year. The schedule is as follows:

Drill Type	Date
Staff Professional Development	August 26, 2022
Basic Evacuation Drill	September 13, 2022
Earthquake/Fire Drill	October 27, 2022
Lock Down Drill	December 6, 2022
Earthquake/Fire Drill #2	February 7, 2023
Lockdown Drill #2	March 16, 2023
Fire Drill only	May 23, 2023

All staff members should review the contents of the disaster emergency procedures.

- (1) Discuss rules with your students and evacuation routes with all classes.
- (2) Duck Hold Cover position
- (3) Alarm signals
- (4) What to do before and after school, during lunch, and or passing periods.
- (5) Evacuation routes.

All drills require attendance reporting to the Emergency Operations Center. (EOC)

Teachers: Keep the Emergency Procedure Packet visible and in an easy to get location. Be certain your roll book is easily available to substitutes.

RULES DURING DRILLS

- (1) Proceed quickly and quietly to the designated area. No running or talking through the duration of the drill. Classes must remain together.
- (2) Teachers will lead the class. Assign a dependable student to make certain the room is clear.
- (3) Teacher will take roll book (attendance) and emergency pack when evacuating.
- (4) Leave other books and belongings in the room, except valuables, which may be carried during the drill.
- (5) If leaving injured people in the room. Designate this status by placing the yellow caution tape on the exit area of the classroom or area.

- (6) If an exit is blocked, the teacher will select the next best route to exit safely.
- (7) Upon reaching the designated area the class is to sit quietly and stay together.
- (8) Send the Teacher Emergency Report Form to the EOC.
- (9) Remain clear of all buildings/structures.
- (10) When the all clear is sounded, return to the class via the same evacuation route calmly and quietly in a single file.

Staff/Student awareness and preparation

All staff should become thoroughly familiar with the contents of the emergency plan, and students should be instructed in the procedures outlined for emergency action so that they will be prepared to react quickly to instructions given to them in times of emergency.

DROP DUCK COVER

Students should know the term Drop, Duck, Cover or Drop and Cover or Duck, Cover and Hold.

The “Drop Duck Cover” position is: Drop to knees, place hands over back of head with arms over ears, and lay forehead in knees.

- 1. “Drop Duck Cover” is appropriate for any of the following emergencies or drills:
 - Earthquake
 - Shooting
 - Explosion
- 2. “Drop Duck Cover” is also appropriate outside for an earthquake and when there is a bright flash or explosion.

Alarm Signals

Fire	Continuous short rings
Earthquake	Manual signal (Alternating long alarm and short alarm)
Real Earthquake	Movement/Vibration of ground
Shooter/Gunfire (Possible Lock down)	Tremendous noise or blinding glare Manual signal (one long alarm or verbal signal 3 times Lock Down Lock Down Lock Down)
Disturbance: (Possible Lock down)	Provost or designee will activate actions according to need. Manual signal (one long alarm or verbal signal 3 times” Lock Down Lock Down Lock Down)”
Bomb Threat	Fire Alarm or Verbal instructions – evacuate-

Evacuation Procedures

All Staff are responsible for understanding the Emergency Preparedness Plan and their responsibilities.

Authority to Evacuate

1. The CEO (or designee) shall have the authority to order an evacuation of HSHMC, Inc.
2. Any staff member or students who becomes aware of an emergency should immediately notify the administration by quickest means possible.
3. Staff will immediately move students away from any situation that presents an immediate threat to their safety-then ensure that administration is notified.

Evacuation Warnings

When the situation requires an evacuation, but time permits, the CEO or designee will initiate notification and instructions to staff via bullhorn, verbal, or runners.

Should the situation require immediate evacuation, the following signals will be used:

1. On-site Evacuation – a series of short bells (fire alarm)
2. In Place Sheltering/Lock down – One long signal (air horn) or verbal 3 times “Lock Down, Lock Down, Lock Down.
3. A all staff message sent using Remind 101

Evacuation Locations

Unless otherwise directed, staff and students will be evacuated to area 1.

Area #1 – Terralta Park

Area #2 – Terralta Park (except for earthquake) Park De La Cruz, (Old Copley YMCA Field)

Off Site Evacuation Sites

Area #3 – Park De La Cruz, (Old Copley YMCA Field)

Staff Evacuation Procedures

Checklists have been developed and are supplied in this document to provide staff with specific actions to take. Review these checklists. They will be on file in the main office reception area.

Students/Staff with disabilities

All staff will ensure that they are aware of students and fellow staff members who may need assistance during evacuations.

Searching of Facilities

CEO or designee will designate a facility search person to accompany law enforcement or fire personnel to check all school facilities to ensure that they have been cleared.

Roll Call

If classes are in session. Teachers will move their students to the evacuation point and conduct a roll call. Take the Red Emergency Backpack, located at each classroom door, with you.

If classes are not in session (such as passing periods, before or after school, etc.). Students will report to their first period class and then be organized by all available staff members. As students are assembled, the assigned teachers for each group will conduct a roll call or establish a roster of names of students present.

The CEO will designate a staff member to be responsible for coordinating the teachers to develop an overall school status report of student accountability.

Remote Sheltering

Should it become necessary to transport students and staff to a remote site for safety. The CEO or designee will assign staff to supervise the movement and transportation of students to the remote location.

Reunification

If a decision is made to allow students to leave early, the CEO or designee will coordinate parent notification as quickly as possible.

Canceling Evacuation

Once an evacuation has been initiated, it should generally be completed- even if the situation becomes resolved or is deemed safe. Any sworn Emergency Personnel (fire or police) has state authority to order an evacuation of a school site. They do not need permission.

Return to School

If the incident requires a response by public safety (fire or police), the public safety Incident Commander must approve the return to the school by the staff.

Basic Actions in an Emergency

- A. Emergency: **Fire:** Basic Evacuation
Signal: Continuous short rings
Action: Evacuate building to Emergency Assembly Area
All Clear: Verbal command
- B. Emergency: **Earthquake:**
Signal: Alternating long and short blast from bull horn or ground movement
Action: 1. Inside: Drop, Duck, and Cover – hold position under furniture and hold furniture to keep it from moving away. If possible, stay away from glass windows, overhead hanging objects, light fixtures, bookshelves, etc. May also stand in the doorway.
2. Outside: Drop, Duck, and Cover – Stay away from buildings, walls, trees, utility lines and poles, wires, and other objects that may fall.
3. For a drill, Drop Duck Cover – remains in effect until the bell ends and a verbal direction is given on how to proceed whether students are inside or out.
All Clear: Verbal command
- C. Emergency: Explosion, plane crash or surprise attack:
Signal: Tremendous noise or sudden glare
Action: Drop Duck Cover – until verbal directions are given on how to proceed whether inside or out.
All Clear: Verbal command
- D. Emergency: Active Shooter/Gun fire:
Signal: Sudden burst of gunfire
Action: Lie down immediately in a prone position (flat, face down) and do not move. If students are outside, Run in a ZigZag Pattern, Hide, drop onto ground at once.
All Clear: Verbal command
- E. Emergency: Major disturbance in neighborhood: (SWAT action in area, major auto accident, etc.)
Signal: Phone call from police or reliable sources. Students go into lockdown procedures.
Action: Students remain in the classroom with all doors locked and stay away from windows. Notify security or administration to lock main doors.
All Clear: Verbal Command
- F. Emergency: Bomb Threat:

Signal: “Bomb Threat” call made to school. Verbal instructions will be given. Evacuate to the Emergency Assembly Area.

Action: The majority of “bomb threat” telephone calls and notes are to be handled quickly and efficiently. The safety of all school personnel and the prevention of panic are the primary considerations. In the event that a bomb threat is received by telephone, the following actions should be taken:

1. Person receiving threat – keep the caller on the line as long as possible. Delay the caller with such statements as: “I am sorry, I did not understand you,” “What did you say?” Etc. Try to get as much information from the caller as possible.
2. Recipient of bomb threat – call notifies Provost or administration, immediately after caller hangs up or while on phone if possible.
3. Immediately notify:

San Diego Police or Fire Department: 911

4. Administration notifies staff in a discreet manner. Make decision on whether to evacuate building or certain areas of premises.

All Clear: Verbal command

(Work in Progress)

Attachments:

- I. Teacher's Report
- II. Previously Reported Missing, Injured or Absent
- III. Site Map
 - a. Campus map
 - i. First, Second, Third and Fourth Floors
 - ii. HSHMC, Inc. maps of evacuation routes
- IV. Emergency Phone Numbers
 - a. City of San Diego Police Dept.
 - b. City of San Diego Fire-Rescue
 - c. City of San Diego Fire-Rescue Emergency Card
- V. San Diego Fire Dept. Emergency Supply List
- VI. Recommended First Aid Supplies
- VII. HSHMC, Inc. Staff Roster List
- VIII. Student Alphabetical Roster/demographics
- IX. Security/Alarm Lockdown Procedures
- X. Administrative Procedures

Teacher's Report

Teacher's Name: _____ Room# _____

Send information slip and information to the Emergency Operations Center located in Area #1.

_____ All present and accounted for

_____ The following students are not accounted for (list reason if known):

List known casualties below:

Teacher's Report

Teacher's Name: _____ Room# _____

Send information slip and information to the Emergency Operations Center located in Area #1.

_____ All present and accounted for

_____ The following students are not accounted for (list reason if known):

List known casualties below:

**Previously Reported Missing, injured or Absent Person
(Circle One)**

_____ was previously reported (circle one) missing, injured, or absent but is now present and accounted for.

Staff Signature

Room number

**Previously Reported Missing, injured or Absent Person
(Circle One)**

_____ was previously reported (circle one) missing, injured, or absent but is now present and accounted for.

Staff Signature

Room number

**Previously Reported Missing, injured or Absent Person
(Circle One)**

_____ was previously reported (circle one) missing, injured, or absent but is now present and accounted for.

Staff Signature

Room number

**Previously Reported Missing, injured or Absent Person
(Circle One)**

_____ was previously reported (circle one) missing, injured, or absent but is now present and accounted for.

Staff Signature

Room number

Contact | San Diego Police Department

7/18/19 3:22 PM



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Contact

Contact

If you have an emergency, dial 9-1-1.

To access 9-1-1 from a cell phone or outside San Diego, dial (619) 531-2065.

For 24-hour non-emergencies, dial (619) 531-2000 or (858) 484-3154.

Neighborhood Divisions

Headquarters

1401 Broadway, San Diego, CA 92101
Phone: (619) 531-2000

[Central Division](#)

2501 Imperial Avenue, San Diego, CA 92102
Phone: (619) 744-9500
TTY: (619) 234-2477

[Eastern Division](#)

9225 Aero Drive, San Diego, CA 92123
Phone: (858) 495-7900
TTY: (858) 495-7995

[Mid-City Division](#)

4310 Landis Street, San Diego, CA 92105
Phone: (619) 516-3000

[Northern Division](#)

4275 Eastgate Mall, San Diego, CA 92037
Phone: (858) 552-1700
TTY: (858) 552-1799

[Northeastern Division](#)

13396 Salm on River Road, San Diego, CA 92129
Phone: (858) 538-8000
TTY: (858) 538-8093

[Northwestern Division](#)

12592 El Camino Real, San Diego, CA 92130
Phone: (858) 523-7000

[Southern Division](#)

1120 27th Street, San Diego, CA 92154
Phone: (619) 424-0400
TTY: (619) 424-0492

[Southeastern Division](#)

7222 Skyline Drive, San Diego, CA 92114
Phone: (619) 527-3500
TTY: (619) 527-3592

[Western Division](#)

5215 Gaines Street, San Diego, CA 92110
Phone: (619) 692-4800
TTY: (619) 692-4978

Headquarters Directory

Child Abuse	(619) 531-2260
Crime Analysis	(619) 531-2413
Crime Prevention	(858) 523-7049
Crime Stoppers	(888) 580-TIP S
Crisis Intervention	(619) 446-1014
Domestic Violence	(619) 533-3500
TTY for Domestic Violence	(619) 533-3501
Financial Crimes	(619) 531-2545
Gangs	(619) 531-2847
Homicide	(619) 531-2293
Internal Affairs	(619) 531-2801
Juvenile Services	(619) 531-2270
Permits & Licensing (Vice Administration)	(619) 531-2250
Media Relations	(619) 531-2675
Missing Persons (Adults Only)	(619) 531-2277
Missing Juveniles	(619) 531-2000
Narcotics Unit	(619) 531-2468
Records	(619) 531-2846
Recruiting	(619) 531-2677
Reserves	(619) 446-1014
Retired Senior Volunteer Patrol (RSVP)	(619) 446-1016
Robbery	(619) 531-2299
Sex Crimes	(619) 531-2210
STAR/PAL	(619) 531-2718
Vice	(619) 531-2452
Video Unit	(619) 531-2618
Volunteer Services/Neighborhood Policing	(619) 446-1017

San Diego Fire-Rescue Department

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[RURAL/METRO OF SAN DIEGO CONTACT INFORMATION](#)

CrimeStoppers Hotline
(888) 580-TIPS (8477)

Contact SDFD

If you have an emergency, dial 9-1-1. [More information on calling 9-1-1.](#)

Contact us at the following non-emergency numbers or e-mail us at sdfd@san-diego.gov.

San Diego Fire-Rescue Department
 Administrative Office/General Information
 1010 2nd Avenue, Suite 400
 San Diego, CA 92101
 (619) 533-4300


































Follow us on:

Department Directory

Contact	Phone Number
Administrative Office/General Information	(619) 533-4300
Community Education	(619) 533-3780
Emergency Management Services	(619) 533-4313
<ul style="list-style-type: none"> • FEM A Urban Search & Rescue • Task Force CA-TF8 	
Employee Services (Human Resources)	(619) 533-4319
Fire Cadet Program <ul style="list-style-type: none"> • Email: Cadet Coordinator, sdfd_cadetprogram@san-diego.gov • Email: Cadet Advisors, sdfd_cadetadvisors@san-diego.gov 	(619) 533-4300
Fire Communications - Dispatch & Information Services	(858) 573-1300
Fire-Field Operations	(619) 533-4300
Fire Hazard Advisor - Brush/Weed Complaint	(619) 533-4444
Fire Hazard Advisor - Complaint	(619) 533-4411
Fire Prevention Bureau	(619) 533-4400
Fiscal & Information Services	(619) 533-4300
Junior Lifeguard Program	(858) 581-7861
Lifeguard Services	(619) 221-8899
Logistics - Facilities, Fleet and Equipment	(858) 573-1357
Metro Arson Strike Team <ul style="list-style-type: none"> • Arson Investigations/Explosive Device Team 	(619) 236-6815
New Construction - Inspection Scheduling	(619) 446-5440
Non-Emergency Transportation	(858) 499-1500
Rural/Metro of San Diego	(619) 280-6060
Training and Safety Division	(619) 692-4985

Other Numbers

Contact	Phone Number
---------	--------------

 San Diego Fire - Rescue 	
Presents Heroes On Call	
 911	 User # Work
 1-800-222-1222 Poison	 Mom # Work
 Doctor	 Patient's Cell Phone
 Pharmacy	 Out of State Emergency Contact
 Relative's Name Phone Number	 Relative's Name Phone Number
 Class Friend's Name Phone Number	 Neighbor's Name Phone Number
 Child's School	 1-800-344-6000 Child Abuse Hotline
 1-800-611-7343 Power Outage	 619-221-8899 Lifeguard Business
 619-236-6876 Disaster Information	 1-800-784-2433 Suicide Hotline
 619-533-4300 Fire Dept. Business	 1-800-THE-LOST www.missingkids.com
 619-531-2000 Police Dept. Business	 1-800-BE-READY www.READY.GOV
 619-236-5555 San Diego City Info	 211 Non-emergency Aid
 My Phone Number	 Our Emergency Meeting Location
 My Street Address City/State/Zip	
 TTY, TDD Access Numbers & Notes	
 www.safeamerica.org/hero	

San Diego Fire Department

Heroes On Call is *America's Ring Leader* for reaching emergency aid. Place this label visibly close to your phone such as on your refrigerator door, a phone book cover or a bulletin board – it's your call! Just as important, this label can also provide emergency personnel with crucial information needed when responding to your need for aid at home.

SAN DIEGO ARE YOU READY?

Keep these items on hand in the event of an emergency:

- A 3 day water supply
- Store one gallon of water per person per day
- Ready to eat canned meats, fruits and vegetables
- Canned juices, milk, soup, sugar, salt, pepper
- High energy foods, peanut butter, trail mix, granola bars
- Vitamins, medications
- First-aid kit with non prescription drugs such as, aspirin, anti-diarrhea medication, antacid, laxatives
- Paper plates with plastic utensils and cups
- Emergency preparedness manual (go to: www.fema.gov/areyouready)
- Battery operated radio
- Flashlight, extra batteries
- Non-electric can opener, utility knife
- Tool kit, fire extinguisher - ABC type
- Matches in a waterproof container, plastic storage containers
- Needles, thread
- Map of the area for finding local shelters
- Soap, liquid detergent, household bleach, disinfectant, plastic garbage bags
- Plastic bucket with tight lid
- Personal hygiene supplies, toilet paper, towelettes
- Sturdy shoes or work boots
- Rain gear, hat and gloves, thermal underwear, sunglasses
- Blankets or sleeping bags
- Whistle
- Baby items, formula, diapers, bottles, powdered milk
- Adult items, prescribed medication, denture needs
- Contact lenses, extra eye glasses
- Important family documents - keep these records in a waterproof container:
 - ✓ Will, insurance policies, contracts, deeds, stocks and bonds
 - ✓ Passports, social security cards, immunization records
 - ✓ Bank account numbers, credit card account numbers
 - ✓ Inventory of valuable household goods, important telephone numbers, cash, travellers' checks
 - ✓ Family records including birth, marriage and death certificates

FREE! To download a larger version of Heroes On Call for easier reading and to learn more about keeping your family safe go to: www.safeamerica.org/hero. Then also send us an email to share your comments with us about Heroes On Call!



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1-Administrative Procedures Health Sciences High & Middle College Inc.

The following administrative procedures have been adopted by Health Sciences High & Middle College Inc. (HSHMC Inc.) to meet the needs and requirements of HSHMC and its community. All Procedures are to be reviewed by the HSHMC Inc. Board of Directors and/or Administrative team.

Administrative Procedure

Category: Support Services, Security Program

Subject: School or Site Closure/Early Dismissal of Students

A. PURPOSE AND SCOPE

1. To outline administrative procedures governing the closure of school or site and early dismissal of students, or declaration of a minimum day, as the superintendent deemed necessary based on the nature of the emergency.

B. Legal and Policy Basis

1. **Authority.** Only the superintendent or Chief Executive Officer or designee has the authority to close schools or sites, or to declare a minimum day. Exception: City, county, or state health department may order a school closed due to epidemic conditions.
2. **Policy.** It is the obligation of HSHMC Inc. personnel to offer instruction and/or keep schools open as long as a suitable learning environment can be provided. School shall not be closed for reasons other than national emergency, natural disaster, epidemic, or situations which would make operation of the school impossible, extremely difficult, or hazardous for students.
3. **Employees.** If a school is closed or minimum day declared, personnel who report for work shall remain on duty for their normal work hours unless released by the site administrator in response to notification by the superintendent. Unless notified by authorities to evacuate a site, provision shall be made to accommodate students who must remain on campus.
 - a. Parents can pick them up.
 - b. Transportation can be provided.

C. General

1. **Originating Office.** Suggestions or questions concerning this procedure should be directed to the Chief Educational Officer and or designee.

2. Definitions

- a) **Closing of school:** Cessation of instruction and dismissal of students to return to their homes or to remain at home; this includes declaration of a minimum day. Closing of school might occur at any time during the regular school day or at times other than during regular school hours, depending on the nature of the emergency.
- b) **Minimum Days:** State minimum day is the minimum day for attendance purposes. Closing of a school prior to completion of minimum day for any reason other than a national emergency, natural disaster, or epidemic results in financial loss to the school and the district and is prohibited unless authorized by the superintendent or designee.
- c) **School year:** Each school year includes not less than 180 instructional days; each day will be not less than a specified number of minutes, depending on grade level. No change may be made except with authorization from the HSHMC Chief Educational Officer.

- 3. **Closure of School or Sites/Minimum Day Declared.** Listed below are some situations which could warrant declaration of a minimum day or closure of one the school.

Type of Emergency	Authority/Review Channels
a. National emergency, or threat of attack	Pres/CEO or designee acts on basis of public declaration by the President of the United States.
b. Earthquake	Pres/CEO or designee may authorize closing of a school. If after evacuation of building, structural inspection indicates that the building is unsafe for reentry.
c. Withdrawal of services	President/CEO or designee may authorize closing of the school after consultation with the Administrative team.
d. Emergency weather conditions other than hot weather (extreme winds, hurricane, prolonged heavy rains, floods, etc.)	Pres/CEO or designee may authorize closing of the school for all or a portion of the day(s).
e. Facilities damaged or rendered unusable (earthquake, explosion fire, flooding, national emergency	Pres/CEO may close the school, site, or building after appropriate inspection of the facility.

- f. Epidemic
City, county or state Board of Health may order closure of a school. If absence rate exceeds 15 percent because of illness, site shall notify the County Health Department.

D. Implementation

1. Responsibilities

- a. Pres/CEO or designee analyzes the situation; consults with HSHMC admin team and staff; determines appropriate actions based on the nature of emergency.
 - 1. If schools or sites are to be closed/dismissed early:
 - a) Notifies HSHMC admin team and staff
 - b) Provides specific instruction, regarding release of employees. Site security needs, or other special circumstances to be considered.
 - c) Clarifies requirements for safety and supervision of students.
 - d) Requests periodic status reports.
 - 2. Contacts or assigns designee to contact local media to provide for notification and status reports to parents and public.
 - 3. Monitors situation; reviews input and status reports from involved management employees.
 - 4. If appropriate, shall activate site disaster preparedness plan or specific components of the plan.
 - 5. Instructs staff as to specific responsibilities, as needed.
 - 6. Clarifies whether or not employees shall be dismissed or shall remain on site.
 - 7. On school site ensures that procedures are implemented to provide for safety and supervision of students.
 - 8. Works with involved personnel to ensure shutdown and safety of equipment and facilities; requests assistance as needed.

E. Forms and Auxiliary References

- 1. Site-prepared disaster/emergency preparedness plan

Administrative Procedure

Category: Support Services, Welfare
Subject: Crisis Response Team

A. Purpose and Scope

1. To outline administrative procedures governing the designation of a crisis response team to provide assistance to students/faculty during situations which affect the emotional stability of students/faculty and disrupts the educational program.
2. Related Procedures:
Communications
Shootings
Suicides
Terrorism/kidnapping
Weapons

B. General

1. Definitions

- a. **Crisis:** Any incident which affects the emotional stability of students/faculty and disrupts the educational program (i.e., plane crash, shooting incident, suicide, death of faculty members/students, racial disturbance, child abuse, natural disaster) as determined by Pres/CEO or designee.
- b. **Crisis Response Team (CRT):** Team at site who have been trained to provide first line of support to faculty and staff.
- c. **Team Leader:** A team member appointed by the Pres/CEO or designee to provide overall direction and coordination of the CRT during the period of assistance. Responsible for maintaining communication.

C. Implementation

1. Team Mobilization Responsibilities

- a. Pres/CEO or designee
 - 1) Confirms crisis and determines need for response.
 - 2) Informs HSHMC Inc. admin team and CRT team.
 - 3) Identifies CRT and clarifies appropriate action/ designates team.

2. Crisis Response Team Responsibilities

- a. **Selected CRT members**
 1. Meet with site administrators, team leaders to define problem areas (disruption of classes, student/faculty/disturbance, community reactions).
 2. Assist staff in establishing site counseling/support facilities (classrooms, learning/counseling centers, offices, lounges, quads, or other outdoor locations) and in determining other appropriate action needed.
 - b. **Designated team leader** meets with team members to determine specific assignments and to discuss general approaches to problems.
 - c. **Team members** implement appropriate counseling/consultative activities.
 - d. **Team leader**
 - 1) Confers periodically with Pres/CEO or designee and appropriate site personnel to monitor effectiveness of efforts , and to adjust counseling and support needs throughout the day.
 - 2) Maintains contact throughout the day with the Pres/CEO or designee to communicate the status of the crisis and CRT progress.
 - 3) Meets with team members and appropriate site staff to plan and schedule appropriate follow-up activities.
3. **Withdrawal of CRT**
 - a. **Pres/CEO or Designee**
 - 1) Determines when CRT services are no longer needed; informs team leader of release of the CRT.
 - 2) Notifies all personnel when activities are completed.
4. **Reports and Records**
 - a. CRT team produces summary of situation reports to Pres/CEO or designee.

Administrative Procedure

Subject: FIRE

Background

Fire prevention and emergency response to fire situations are a primary responsibility for all HSHMC Inc. staff. Regular action must be taken to ensure that all staff/students are familiar with the site/s emergency/fire response plan and action. The school must have a fire protection system and should be in communication with the fire department.

In any disaster/emergency situations, the Pres/CEO or designee shall be responsible for the safety of and accountability for staff and students. In any life-threatening situation, the staff shall take immediate action to provide for the safety of staff and students without waiting for directions from the Pres/CEO or designee.

Fire – When school site is in operation

- Immediately evacuate upon discovering fire or hearing signal (Fire alarm or Manual/verbal signal).
- Proceed to the assembly area and remain until further instructions are received.

Administrative Team

- Notify the site office by pulling the fire alarm, or call the site office if alarm signal has not sounded,
- Order evacuation of remaining staff/students to appropriate assembly area; if the alarm system fails to operate, notify staff/students by other methods.
- Call the fire department (911) immediately.
- Activate the site emergency preparedness component of the comprehensive school/site safety plan if there is any life-threatening situation.
- Supervise evacuation of school/site; ensure that all rooms and areas are evacuated.
- Check with staff to ensure accountability for all staff/students.
- Provide first aid if needed. If an incident results in injury to staff or students, immediately call 911 and call Pres/CEO or designee.
- Notify Pres/CEO or designee if arson is suspected.
- Notify Fire 911 if hazardous materials are present or suspected.

Pres/CEO or designee

- Contact fire insurance carrier; prepare and submit proper insurance claim forms.
- Determines if fire is major or minor and arranges for:
- Inspection of fire damage and preparation of reconstruction cost estimate.
- Recommends and requests bids for reconstruction and building repairs.
- Takes necessary emergency action (utility connections, barricades, and estimates) and arranges for necessary emergency repairs.
- Investigates loss of furniture and equipment
- Prepares inventory of furniture, equipment, and other school owned personal property damaged or destroyed in the fire.
- Attempt to replace and deliver materials in time to meet the scheduled reopening date.

FIRE – WHEN SCHOOL IS NOT IN OPERATION OR BUILDINGS ARE UNOCCUPIED.

- As soon as emergency repairs or cleanup beyond the fire department, or that is necessary to secure the facility is the responsibility of the Pres/CEO or designee and ensures the minimum disruption to instruction and maximum protection to unaffected portion of the facility.

FALSE ALARM

Pres/CEO or designee

- Turns off alarm, notifies staff, resets alarm system. If the alarm is damaged, call the alarm company and request emergency repairs.
- Arrange for staff/students to reoccupy the school.
- Try to identify the person who turned on the alarm; coordinate apprehension with the Police or Fire Department.

LEGAL CONSIDERATIONS

Tampering (Penal Code Section 148.8)

- Any person who willfully and maliciously tampers with, molest, injures, or breaks any public fire alarm apparatus, wire, or signal, or willfully and maliciously sends, gives, transmits, or sounds any false alarm or fire, is guilty of a misdemeanor and, upon

conviction thereof, shall be punishable by imprisonment in the county jail, not exceeding one year, or be a fine, not exceeding one thousand dollars, or both.

- Any person who willfully and maliciously sends, gives transmits, or sounds any false alarm of fire, by means of any public fire alarm system or signal, or by any other means or methods, and great bodily injury or death is sustained by any person as a result thereof, is guilty of a felony and upon conviction thereof shall be punishable by imprisonment in the state prison for not less than one year nor more than five years or by a fine of not less than five hundred dollars (\$500) nor more than ten thousand dollars (\$10000), or by both.

Arson (Penal code Section 451)

- Any person is guilty of arson when he or she willfully and maliciously sets fire to or burns or causes to be burned, or who aids, counsels or procures the burning of any structure, forest land, or property.

Throwing/Placing a lighted cigarette where it may start a fire; Use or operation of welding torch, a misdemeanor (Health and Safety Code Section 13001)

- It is a misdemeanor for any person, through carelessness or negligence, to throw or place any lighted cigarette, cigar, ashes, or other flaming or glowing substance, or any substance likely to cause a fire, in any place where it may directly or indirectly start a fire.
- It is a misdemeanor to use a welding torch, tar pot, or any device which may cause a fire without clearing flammable material surrounding the operation or taking other reasonable precautions to insure against the starting and spreading of fire.

Health and Safety Code Section 13001 Penal Code Sections 148.8, 451

EMERGENCY PROCEDURE

Subject: Environmental Emergencies

BACKGROUND

In the event of site environmental emergencies including chemical spills, asbestos fiber release episodes, and air pollution alerts, HSHMC administration and staff must be able to react quickly and effectively to prevent injury or illness. In any disaster, emergency situations, HSHMC administration and staff shall be responsible for the safety of, and accountability for, staff and students. In any life-threatening situation, staff/teachers shall take immediate action to provide for the safety of staff and students without waiting for directions from HSHMC admin.

CHEMICAL SPILLS

HSHMC Inc. Administration

- Assess location of chemical spill and determine appropriate action to take for safety of students and others (i.e., evacuation of room, building, or site).
- Secure the affected area and do not allow staff or students to re-enter until condition has been controlled.
- Activate specific components of the site disaster/emergency preparedness plan for any life-threatening situation, as appropriate. Call 911 if needed.
- Notify appropriate public authorities.
- Evacuate if necessary. Assure that staff/students move crosswind or upwind from the problem area to avoid inhalation of vapors and proceed in orderly fashion to designated safe areas.
- Provide first aid/emergency care if needed.
- Keep staff/students in designated areas until the problem is resolved or until further instructions are received from authorities.
- Communicate with parents/community as needed.

Off-Site Incidents

HSHMC Inc. Administration:

- Determines appropriate action after notification by police or fire department.
- Determine whether or not to evacuate, appropriate evacuation route, and designated safe area under direction by police/fire department; supervise evacuation process.
- Keep staff/students in designated safe areas until the problem is resolved or further instructions are received.
- Communicate with parents/community as needed.
- Air Pollution Alerts
- Air pollution alerts occur when 0.20 parts pollutant per million (PPM) or greater air quality concentrations exist.

Stage I Alert: Occurs when air quality consists of 0.20 ppm.

State II Alert: (A warning stage) occurs when air quality consists of 0.35 ppm.

Stage III Alert: (Emergency stage) occurs when air quality consists of 0.50ppm or higher.

- Air quality forecasts may be obtained by calling (858) 650-4777 (telephone tape for the San Diego metropolitan area. Forecast gives anticipated starting time and expected duration of an alert.
 - 1) Current Day Forecasts are updated each day as needed.
 - 2) The Next Day Forecast is available after 4:30 p.m. of the current day.
 - 3) In-Depth Forecasts may be obtained by calling the Air Pollution Control District at (858)650-4707.

IN THE EVENT OF AIR POLLUTION ALERT

HSHMC Inc. Administration

- Inquires into or is notified by Air Pollution Control District (APCD).
- APCD does not issue alerts due to smoke or ash. Use discretion in suspending outdoor physical activity.
- In a Stage I alert, students should refrain from outdoor physical activity and remain indoors.
- Strenuous outdoor physical activities for all students shall be discontinued; activities of a less strenuous nature should be substituted. Intensity of an activity and its potential for increasing the respiration rate for an extended period may be deciding factors for canceling certain activities. Heat and stress aggravate respiratory problems; the younger the child, the greater the risk of aggravating the upper respiratory system.

In a Stage II or Stage III alert, students shall remain indoors for the duration of an alert; those with respiratory or heart problems should be monitored.

Actions During a Scheduled Athletic Event

In a Stage I alert, the event should be canceled or rescheduled.

In a Stage I alert, the event should be postponed or canceled.

In a State II or III alert, students shall remain indoors for the duration of alert.

LEGAL AND POLICY CONSIDERATIONS

California Code of Regulations, Title 22
Environmental Protection Agency (EPA) Final Rule Act (AHERA), 40 CFR Subpart E, October 30, 1987.

EMERGENCY PROCEDURE

SUBJECT: EARTHQUAKE

BACKGROUND

Of all earthquake preparedness measures, safety drills are the most important. Essential components for earthquake safety drills are discussion, instruction, and physical demonstration (proactive drill). In addition to indicating pre planning needs, effective earthquake drills simulate (1) actions to be taken during an actual earthquake, and (2) actions to be taken after the ground stops shaking.

Building evacuation following a major earthquake is imperative due to potential dangers of fires or explosions. It is necessary to be prepared for the occurrence of probable aftershocks.

EARTHQUAKE WHILE INSIDE (ON SITE)

- A Drop and Hold command is given by any staff member at first indication of ground shaking.
- All staff/students: Drop and Hold and assume protective position under table, desk, or other support object. If appropriate, staff/students should hold onto the table/ desk leg to keep it over body. If in the hallway, move to the inside wall, or stand in a doorway.
 - 1) Avoid glass and falling objects.
 - 2) Move away from windows.
 - 3) Move away from heavy suspended light fixtures.
 - 4) Extinguish flames, turn off power equipment, and electrical appliances. If the odor of natural gas is detected, turn off gas valves.

Remain undercover for at least two to three minutes to assess damage/injuries and to wait for the first aftershock to occur.

After the first aftershock, or after two to three minutes, activate the site earthquake evacuation assembly plan.

EARTHQUAKE WHILE OUTSIDE (ON SITE)

- Move to open space away from buildings, trees, overhead power lines, etc.
- Lie down or crouch.
- When shaking stops, report to the designated assembly area. Activate an orderly dismissal.
- Evacuate building according to site plan; activate site emergency plan for specific components of the plan as necessary.
- Transport injured adults/students to triage area.

- Do not allow unauthorized persons to return to buildings until the buildings are officially declared structurally safe. Authorized personnel should only return to building if absolutely necessary.
- Listen to local area emergency channels for any instructions.
- If communication lines are disrupted, use battery-operated radio and turn to EBS 600 kc, 1170 kc on the AM dial.

EARTHQUAKE WHILE OFF SITE

- If walking to and from school/work site, move to open space away from buildings, trees, overhead power lines; lie down or crouch. Be alert for possible dangers, which would require movement. DO NOT RUN.
- Students who are on the way to school should go to school.
- Students on the way home should go home.

NON-EARTHQUAKE STRUCTURAL FAILURE

- Evacuate affected building/area and secure to prevent entrance by staff or students. Advise all staff members and contact SDPD.

LEGAL AND POLICY CONSIDERATIONS

- Since the safest place for students in any emergency occurring during the school day is on the school campus itself, it should be the school policy to not send children home unless dismissal can be done with complete safety.
- Pres/CEO or designee is responsible for conducting required safety drills (including fire, earthquake, disaster preparedness, and school campus emergencies and for maintaining an accurate record of each drill.

REFERENCE MATERIAL

Site Disaster/Emergency Preparedness Plan

EMERGENCY PROCEDURES

SUBJECT: WEAPONS

BACKGROUND

HSHMC weapons policy. Possession by a student of any weapon will result in a recommendation for expulsion. Possession of unlawful weapons could result in prosecution.

Procedures for Handling Armed Students

- Any staff member must report to the HSHMC Inc. administration if a student is suspected of possessing a weapon on campus. If safety permits, confiscate the weapon for further investigation. In circumstances where the weapon is a gun, carefully evaluate whether an attempt to confiscate the weapon can be done safely and, if in doubt, follow the procedure below.
- Telephone Police Services at (619) 531-2000 if non-emergency. Call 911 in an emergency.
- Do not contact the student. Wait for the Police.
- Do not attempt to retrieve the weapon. Wait for the police.
- Do not restrain or discipline the student. Wait for the police.
- If the student is in class and the weapon is concealed, the staff member should send a note in an envelope to the Front office or HSHMC Inc. Administration, using a messenger. Include as much information as possible:
 - 1) The name of the student
 - 2) Exact location of the student in class
 - 3) Clothing description or unique identifiers.
 - 4) Type of weapon suspected
 - 5) Location of weapon
 - 6) Room Number
 - 7) Number of students in class
 - 8) Demeanor of student and any other useful information

HSHMC STAFF SHOULD

- Allow class or passing periods to occur as normal until police arrive.
- Pull the suspected student's schedule.
- Refrain from alarming other students.
- Allow the police to handle the situation according to their procedures.
- After the situation is resolved, consider the impact on other students.
- Determine whether the student has an IEP or 504 plan. If the student has an IEP or 504 plan, then implement day one guidelines and long-term follow up according to plan.

PROCEDURES FOR HANDLING OTHER ARMED OFFENDERS

- Notify San Diego Police Department

- Notify all staff of an emergency situation.
- Implement lockdown procedure when appropriate.
- Notify all students and staff outside classrooms to report to the nearest safe classroom.
- If the armed person can be contained in one section of the building, students and staff should be evacuated.
- If safety permits, a staff member should be stationed outside to warn approaching visitors of danger.
- If safety permits, a staff member should meet law enforcement outside to apprise them of the details of the emergency.
- Administration and staff should follow the directives of law enforcement personnel.
- Complete an Incident report.

LEGAL AND POLICY CONSIDERATIONS

Firearms (Penal Code Section 626.9)

- It is a felony to possess a firearm, loaded or unloaded, upon the grounds of any public school. This includes elementary or secondary schools, community colleges and universities.

Dirks, Dagger, Knives, Razors, Tasers, or Stun Guns (Penal Code Sections 626.10 and 12020 (a))

- It is a felony to possess any concealed dirk or dagger. It is also a felony to possess any folding knife having a blade in excess of 2-1/2 inches or a blade that locks into place, a razor with an unguarded blade, a taser, or a stun gun, upon the grounds of, or within, any public elementary or secondary school. The law doesn't apply to possession of a knife having a blade longer than 2-1/2 inches, or a razor with an unguarded blade, if possessed as directed in a school-sponsored activity or class.

Switchblade Knives (Penal Code Section 653k)

- It is a misdemeanor to possess, sell or otherwise transfer a switchblade or gravity knife having a blade length of two or more inches.
- Manufacture, Sale, Possession, Etc. of Certain Weapons (Penal Code Section 12020 (a))
- Any Person in this state who manufactures, or causes to be manufactured, imports into the state, keeps for sale, or offers, or exposes for sale, or who gives, lends, or possesses any instrument or weapon of the kind commonly known as a blackjack, slingshot, billy club, throwing star, nunchaku, sandclub, sandbag, sawed-off shotgun, or metal knuckles, or who carries concealed upon his/her person any explosive substance, other than fixed

ammunition, or who carries concealed upon his/her person any dirk or dagger, is guilty of a felony.

- Retention of Injurious Objects by School Personnel
- An injurious object shall mean an object capable of inflicting substantial bodily damage and is not necessary for academic purposes of the student. As used in this section, academic purposes means any school-sponsored activity or class of instruction scheduled during the school day. Injurious object does not include any personal possessions or items of apparel which a school age child might reasonably be expected to either wear or possess.
- Any certificated employee and any classified employee of a school district who is designated by the governing board for such purposes, may take from the personal possession of any pupil upon school premises, or while under the authority of school personnel, any injurious object in possession of the pupil.
- School Personnel may notify any pupil's parent/guardian that an injurious object has been taken from the student.
- School personnel may retain protective possession of any injurious object until the risk of its use as a weapon has dissipated, unless prior dissipation of the risk, the parent/guardian requests that school personnel retain the object until the parent/guardian, or another adult with the written consent of the parent/guardian, personally appears to take possession of the injurious object from school personnel, provided such injurious object may be lawfully possessed off school grounds.
- If the injurious object is a weapon, it may be retained as evidence.
- A pupil who brings an injurious object to school, and who presents the object to a certificated or classified employee, may have the object returned to him or her at the conclusion of the school day, provided such injurious object may be lawfully possessed off school grounds.

REFERENCE MATERIAL

California Penal Code Section 187 (murder)

California Penal Code Section 245 (Assault with a deadly weapon)

California Penal Code Section 626.10 (Possession of firearm on school campus)

California Legal [Information@www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html)

School Safety@www.fontana.k12.ca.us/burton

www.ed.gov/offices/OESE/SDFS/safeschools.html

School Safety @ www.cde.ga.gov/spbranch/safety/safetyhome.html

EMERGENCY PROCEDURE

SUBJECT: INJURY/ILLNESS EMERGENCIES – STAFF, STUDENTS, OR VISITORS

BACKGROUND

The school has a primary responsibility to provide for the prompt care and immediate assistance to staff or students who may be injured or become injured or become ill during the course of regular operations. All administrators must take appropriate actions to ensure that all staff members are familiar with appropriate procedures in the event of injury or illness.

RESPONSIBILITIES (INJURIES/ILLNESSES-STUDENTS)

Injury or Illness of Employees

HSHMC Inc. administration or staff members ensure that employees receive prompt medical care, utilizing available resources.

Injuries due to disaster/emergency situation. First aid is provided as outlined in the site emergency preparedness plan. First aid includes staff members with first aid training or certification.

On the job injury/illness. Resources available are Paramedics (telephone 911) for movement to the nearest hospital. (If an employee indicates otherwise, a private ambulance should be called).

Counseling and Advice (on the job injury or illness). Contact Dr. Javier Vaca, Human Resources Manager and/or

HSHMC Inc. Administration regarding:

- Leaves and allowances.
- Insurance
- Workers compensation benefits
- Mandatory reports (workers compensation law requires that employee job-related injuries be reported immediately after attending to an employee injury or illness.
- Legal counsel

Responsibilities (Injuries/Illnesses-Students)

Injuries due to Major Disaster/Emergency. First aid assistance is provided by qualified persons as outlined in the site emergency plan.

Serious Injury

HSHMC Administration

- Notifies parent/guardian and assists parent/guardian in arranging for transportation and care. In absence of a parent/guardian, a competent person accompanies injured students to home or hospital.
- If parent/guardian cannot be reached, and evaluation suggests that the student needs immediate attention, call 911. Generally, paramedics are primarily for life-threatening situations.
- Record appropriate information on student's health record
- If there is no nurse on duty than HSHMC Inc. administration is responsible for designating an individual to complete all activities related to injury not requiring licensure or first aid training.

Poisoning. Emergency information concerning the nature of poisons and their proper antidotes may be obtained from:

- Poison Information Center of San Diego, telephone: 1-800-876-4766
- Immediately call paramedics (911) for medical assistance.

Emergency Injections

- A valid emergency must exist (i.e. anaphylactic shock from bee stings and hypersensitivity responses of individual which have been documented previously).
- Medication and equipment for administration must have been furnished by parent/guardian or physician, and circumstances under which they are to be used must have been prescribed by the physician. At time of filing "Physicians recommendation for medication," parent/guardian may file a written alternate procedure to be followed in event of emergency.
- If time permits, administration may call child's physician for verification and/or instructions. If time does not permit, proceed on basis of his/her best judgment, including possible paramedic service for transfer to hospital emergency room. Call 911
- In an emergency any employee trained in preparing syringe medication and giving injections, and who volunteers to do so, may administer medication by injection.

Release of Information without Parental Consent. Educational institutions may release information to appropriate person in connection with an emergency if knowledge of such information is necessary to protect health or safety of a student or other persons. (This should be narrowly construed). Factors determining whether records may be released include;

- Seriousness of threat to health or safety of student or other person.
- Need for such records to meet emergency.

- Whether persons to whom such records are released are in a position to deal with emergency.
- Extent to which time is of essence.
- Note: Record release of information in student's file.

LEGAL AND POLICY CONSIDERATIONS

- Information for use in Emergencies (Students). For the protection of a student's health and welfare, the parent/guardian may be required to provide and keep current emergency information including the home address and telephone number; business address and home number of the parent/guardian; and name, address, and phone number of a relative or friend who is authorized to care for the student in an emergency situation if the parent/guardian cannot be reached.

Emergency First Aid

No School employee shall diagnose, prescribe, or treat, other than to render appropriate first aid.

Workers' Compensation Law

EMERGENCY PROCEDURE

SUBJECT: DISTURBANCES AND DEMONSTRATIONS

BACKGROUND

HSHMC Inc. administration may be confronted with disturbances or demonstrations occurring in three ways; adjacent to the site, on the site, or one that is associated with a job action.

The courts have held that demonstrations are lawful as long as the demonstrators; conduct does not materially disrupt call work, involve substantial disorder, or invade the rights of others. However, any demonstration on campus would probably interfere with school activities and therefore would be unlawful.

HSHMC Inc. administration are empowered to order persons whose presence interferes with the peaceful conduct of the school, or disrupts the school or its pupils or school activities, to leave the school campus. Persons who fail to comply with such instructions are subject to arrest. This includes any person more than sixteen (16) years of age who does not attend the school, as well as parents/guardians of students of the school.

Disturbance or Demonstration (Students)

- First, request that the students return to class. Warn them they risk discipline procedures if they do not comply. Make no physical effort to prevent students from leaving campus.
- If students fail to comply and if physical assault begins, call 911.

- Determine the urgency of the situation, type of assistance needed, and if site needs to be locked down or evacuated.
- If students are participating in an unlawful assembly on campus, loitering, or causing class disruptions, the administration is responsible for the following:
 - 1) Notify students via bullhorn, or other means that they should return to class.
 - 2) Warn students of disciplinary action if they do not comply.
 - 3) Notify any student persisting in illegal activities that he or she has been suspended, and direct the student to leave campus.
 - 4) Request law enforcement officers (SDPD) to effect the arrest of the student(s) who do not comply with orders to desist the activity or leave campus.

DISTURBANCE OR DEMONSTRATION (NON-STUDENT)

- Politely inform the individual(s) they are disrupting the school, its students and/or activities and tell them to leave.
- If the individual(s) refuse to comply, notify SDPD. If physical assault begins, call 911.
- The officer and HSHMC Inc. administration will devise a plan of action. The situation will dictate whether additional officers will be needed.

OTHER CONSIDERATIONS

- Consider placing staff to answer telephone calls from concerned parents/guardians.
- Try to determine the issues causing the disturbance and attempt to communicate with the participants.
- Try to meet with authorized representatives or leaders who can present their issues and possibly respond to your needs.

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Section 407 (Unlawful assembly defined)
California Penal Code Section 408 (Participation in unlawful assembly)
California Penal Code Section 409 (Failing to disperse after lawful order)
California Penal Code Section 415 et se. (Fighting, noise, or offensive words in public place)
California Penal Code Section 626.8 (Disruptive presence at schools)
California Penal Code Section 626.2 (Entry upon school grounds by student or employee without permission after written notification of suspension or dismissal)
California Penal Code Section 626.4 (Withdrawal of consent to remain on campus for causing disruption)
California Penal Code Section 647(c) (Obstruction of thoroughfares)

California Penal Code Section 32210 (Willful disturbance of public school or meeting)
California Penal Code Section 32211 (Threatened disruption or interference with classes)
California Penal Code Section 44810 (Willful interference with classroom conduct)
San Diego Municipal Code Section 53.30 (Weapons at demonstration)
San Diego Municipal Code Section 56.51 (Intimidating picketing)
San Diego Municipal Code Section 56.52 (Breach of peace by picketing)

REFERENCE MATERIAL

California Legal Information @ www.lefinfo.ca.gov/calaw.html
City of San Diego Municipal Code, available from Police Services

EMERGENCY PROCEDURE

SUBJECT: SUICIDES

BACKGROUND

Any attempt at suicide or discussion of an intent to commit suicide is a strong indication of the existence of a serious problem that should not be ignored. Suicide is the third leading cause of death among adolescents in the United States, and the second leading cause of death in the 10 – 14 age range. School personnel shall not attempt to evaluate whether a student or staff member is serious or “bluffing.” Any employee, student, or outside agency representative working on campus, who becomes aware of a suicide threat or attempt on the part of a student or staff member, shall report such information to the HSHMC Inc. Administration.

RESPONSIBILITIES OF THE PRES/CEO OR DESIGNEE FOR STUDENT THREATS

- Assure that the student is never left alone until placed into the custody of a responsible adult.
- When necessary to transport such a student off school grounds two employees should accompany the student until the student is placed in the custody of another legally responsible person.
- If emergency help is needed, Notify police crisis intervention (619) 531-1404 and/or call 911.
- If emergency medical attention is required, call paramedics at 911.
- Immediately notify the student’s parent/guardian. Request they respond to the school to take responsibility for their child.
- If the parent/guardian is unavailable to assume custody of his/her child, contact Police services to request an evaluation for possible committal to a mental health facility. Only a peace officer or public health officer may take people into protective custody and place them into a qualified institution (Welfare and Institutions Code 5150).

- Complete Suicide Risk Form.
- Place form into student files for follow up. Information on suicide should not be entered on school records.
- When a student is a ward of the court, the legally responsible agency should be notified immediately.
- A school may ask for a written statement from the parents stating that they want their child to return to school.
- If the student is seeing a professional for counseling services, the school district may ask for a release of information to obtain the opinion of the professional concerning the student's readiness to return to school.

RESPONSIBILITIES OF THE PRES/CEO OR DESIGNEE FOR EMPLOYEE THREATS

- Designate staff member(s) to remain with the individual at all times.
- Contact a family member to come to the school/workplace.
- Direct the incident and all steps taken and to whom the employee is released.
- Request family member to sign Suicide Risk form.
- If a family member cannot be located or is uncooperative, request HSHMC Inc. Administration to assist in making appropriate contacts to respond to the situation.
- Submit all documentation to HSHMC Inc. Administration.
- Insure that employee returns to work only after a release is obtained from a doctor, and only after review and approval by HSHMC Inc. Administration.

REFERRALS TO PSYCHOLOGICAL SERVICES

- Emergency health care is available 24 hours a day at the San Diego Mental Health Services (619) 692-8200.
- Parents/guardians should be notified that no school can assume responsibility for this serious problem.
- The school may recommend to the family that appropriate professional help be sought.
- A family may choose to discuss this problem with a physician, clergyman, practitioner, psychologist or friend.

- If a family chooses not to avail themselves to help and school staff believe the child to be in danger of suicide, school staff should make a referral to Child Protective Services.
- The school should follow up to determine what help, if any, has been arranged by the family.
- Psychological services may be utilized to determine the severity of the problem and appropriateness of school services after responsibility for the suicide thought has been accepted by the parent/guardian or a chosen professional adviser.

LEGAL AND POLICY CONSIDERATIONS

California Welfare and Institutions Code Section 5150

REFERENCE MATERIAL

County of San Diego Suicide Homicide Audit Report

Suicide Risk Form
(Confidential)

Person
Completing Form: _____ Title: _____

Name of
Student/Employee: _____ DOB: _____ Sex: _____

Address: _____ Home
Phone: _____

Grade: _____ Ethnicity: _____

Presenting the Problem: What prompted the concern? What did the person say about suicide? What did the person do? Describe the person's behavior. What are the current stressors? Did the person indicate a suicide plan?

Action
Taken: _____

Family Contacted: Date: _____
Time: _____

Prior Suicidal Behavior:
Has person talked about committing suicide before:
Yes: _____ No: _____ Unknown: _____

If Yes, When? _____ Describe situation and action taken: _____

Mental Health or Substance Abuse History (depression, mood swings etc.):

Recommendations for Follow-up:

Notification Form

I have been notified that my child (relative) _____ has

Verbalized and/or manifested the dangers of possible suicide. It has been strongly recommended that I should seek immediate psychological assistance for my child (relative) and that HSHMC Inc. will not assume responsibility for this serious problem.

Parent's/Guardian's/Relative's Signature:

_____ Date: _____

Witness: _____

Title: _____

Witness: _____

Title: _____

EMERGENCY PROCEDURES

SUBJECT: THREATS AND VIOLENCE

BACKGROUND

HSHMC Inc. employees occasionally may be confronted with threats of violence. These threats are typically verbal and can be criminal depending upon the severity. Assessing these threats

will help determine appropriate resources required in dealing with each specific situation. Employees who are assaulted or battered should first seek medical attention if necessary, and then notify law enforcement officials.

THREAT ASSESSMENT

Generally, more than one person should attempt to assess a threat. In an instance where a threat has been made by a minor student, HSHMC Inc. personnel are encouraged to work with the student's parents first, prior to law enforcement intervention. All threats should be addressed by the Pres/CEO or designee. Below are some basic tips for assessing threats taken from the National Center for the Analysis of Violent Crime.

- Not all threats are created equal. One response will not fit all situations. Not every threat represents the same danger or requires the same level of response.
- Consider how credible and serious the threat itself is: Does the person making the threat appear to have the resources, intent, and motivation to carry out the threat?
- Consider the person making the threats, background, personality, and lifestyle.
- Try to identify the motive for the threat.
- A threat is only one observable behavior; look for other supporting behaviors such as acting out, writings, drawings etc..
- Seek specific, plausible details. These details can assess how much thought, planning, and preparatory steps have been taken. Lack of detail may suggest the individual is only "blowing off steam."
- The emotional content of the threat may tell you something about the temperament and may sound frightening, but generally there is no correlation between the emotional intensity in a threat and the rest that it will be carried out.
- Try to understand what triggered the behavior. Perhaps you can calm the situation by identifying underlying issues such as depression, anger, and stress.

Low level threats:

- Vague and indirect.
- Inconsistent, implausible, or lacking detail.
- Lack of realism.
- Contain information that suggests the person is unlikely to carry it out.

Medium level threats:

- More direct.

- Contains information suggesting that some thought was given to how the act will occur.
- More likely to indicate a possible place and time the threat will be carried out.
- Contain some indication of preparatory steps to carry out the threat.
- Include statements seeking to convey that the threat is not empty such as “I am serious” or “I really mean it.”

High Level Threats:

- Direct, specific, and plausible.
- Suggestive steps of the plan have been taken and the means have been identified to carry out the threat.

HSHMC Inc. personnel should attempt to deal with low and medium level threats without law enforcement intervention. With minors, including the parents often will eliminate the initial threat and allow parents to seek intervention strategies. However, in cases where the threat level is either high, between medium or high, or parent involvement is unavailable, law enforcement services should be called for assistance.

San Diego police officers can respond to assess the danger of an individual. Welfare and Institutions Code Section 5150 provides a peace officer or health officer may take people into custody for their best interest and protection, and place them in a qualified institution if the officer believes:

- The person may cause injury to themselves or others.
- The person is gravely disabled or unable to provide for his/her own basic needs.

Officers will make an evaluation. If the officer believes the individual requires a psychiatric screening, the officer will take custody of the individual. If the officer believes the necessary criteria is not met and the individual is a minor, the officer should assist in locating the parents and making appropriate arrangements for other forms of intervention. The Pres/CEO or designee must provide supervision of the student unless the officer takes custody of the child.

In the event the qualified institution denies admittance of an adult, the officer will likely release the individual. If admittance of a juvenile is denied, the officer has the option to either return the child to the school or to release the child into the custody of the parent/guardian. Officers most often will attempt to release the child to the parent/guardian if they can be located. Should the child be returned to the site, he/she will be released to the Pres/CEO or designee.

HSHMC Inc. personnel are encouraged to do their best in evaluating each situation individually. With minors, working with parents and family to address the person who is exhibiting threatening behavior will often be the best course of action. Calling for law enforcement services when the threat assessment is clearly low or medium places an unnecessary burden on law enforcement resources.

VERBAL THREATS

HSHMC Employees

If an HSHMC Inc. employee receives a verbal threat, he/she should:

- Notify HSHMC Inc. administration immediately.
- Attempt to assess the validity and severity of the threat as outlined in this procedure.
- Contact SDPD if a crime was committed.
- If a crime was committed, SDPD will investigate, make necessary arrests, and provide documentation for criminal prosecution.
- If a crime was not committed and the threat was from another employee. Notify Pres/CEO or designee for appropriate administrative review and follow up.

PHYSICAL ASSAULT AND BATTERY

HSHMC Inc. Employees

If a HSHMC Inc. employee is assaulted or battered, her/she should:

Seek medical attention if necessary.

Notify HSHMC Inc. administration to report injury.

If a crime was committed, Call SDPD to investigate, make necessary arrests, and provide documentation for criminal prosecution.

If a student committed the act, the Pres/CEO or designee will take appropriate disciplinary action.

If another employee committed the act, notify the Pres/CEO or designee for appropriate administrative review and follow-up.

Students

If a student is threatened, assaulted or battered, he/she should:

- Seek medical attention if necessary.
- Notify a staff member who should notify the Pres/CEO or HSHMC Inc. administration or designee.
- If necessary, contact SDPD.

If a crime was committed, SDPD will investigate, make necessary arrests, and provide documentation for criminal prosecution.

If another student committed the act, the Pres/CEO or designee will take appropriate disciplinary action.

If an employee committed the act, notify the Pres/CEO or designee for appropriate administrative review and follow-up.

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Section 71 (Threatening school officials)

California Penal Code Section 240 (Assault)

California Penal Code Section 241.2 (Assault on school property)

California Penal Code Section 241.6 (Assault on school official)

California Penal Code Section 242 (Battery)

California Penal Code Section 243.3 (Battery on bus driver)

California Penal Code Section 243.4 (Sexual Battery)

California Penal Code Section 243.5(a) (Battery on school property)

California Penal Code Section 243.6 (Battery on school official)

California Penal Code Section 245(a)(1) (Assault with a deadly weapon)

California Penal Code Section 422 (Terrorist threats)

California Penal Code Section 44014 (Mandated reporting)

California Penal Code Section 44811 (Insults and abuses)

California Penal Code Section 49079 (Notice of caused or attempted bodily injury)

California Penal Code Section 1714.1 (Parent/Guardian liability of child's actions)

REFERENCE MATERIAL

California Legal Information @www.leginfo.ca.gov/calaw

Conflict Resolution Education Guide by U.S.D.O.J. @www.usdoj.gov

National Center for Analysis of Violent Crime(NCAVC) @www.fbi.gov

Early Warning Timely Response, Guide to Safe Schools @<http://cecp.air.org/guide/guide.pdf>

EMERGENCY PROCEDURES

SUBJECT: BOMBS AND EXPLOSIONS

BACKGROUND

Most bomb threats are hoaxes. Telephone calls to school stating there is a bomb, often are made to either disrupt normal activities or provoke an early dismissal. Bomb threats can come in different forms, but should be handled in a quick and consistent manner. Safety and the prevention of panic are of paramount importance.

TELEPHONE BOMB THREAT

- Stay calm and courteous. Keep the bomb threat caller talking. Ask for specific bomb location and time of detonation. Gather information.

- Try to signal a co-worker to listen in on the telephone line, if possible.
- Write down information. Listen for background noises. Listen closely to the voice for accents, speech impediments or age indications.
- Utilize a Bomb Threat Information Form if available; otherwise, complete form after the call.
- Immediately notify Pres/CEO or HSHMC Inc. administration. Do not use two way radios as they may detonate a device.
- Call SDPD to report the incident or if a device or suspicious object is located.
- Pres/CEO or designee coordinates with Police to evaluate information received and decide upon a course of action.

SEARCHING AND EVACUATION

- The Pres/CEO or designee is responsible for initiating and directing a search or evacuation of the site. Consult with Police prior to making this decision. Law enforcement should assist and coordinate these efforts.
- School personnel generally should not search for bombs. However, they can provide assistance to law enforcement.
- Initiating a search with the assistance of law enforcement and evacuating the site may be the most desired approach if a suspicious package or device is found. Directing the immediate evacuation upon receipt of any threat has inherent negative consequences. Disruption could prompt more false calls.

SUSPICIOUS PACKAGE OR DEVICE FOUND

- Immediately notify Pres/CEO or HSHMC Inc. administration and/or SDPD of the exact location and description.
- Do not touch or disturb the suspected bomb. Do not use radios or cell phones—these may activate some types of bombs.
- Utilize site evacuation plan or site fire drill procedure to move all staff and students away from the suspected bomb location. A minimum of 500 feet is recommended.
- If possible, shut off gas main and electrical power to minimize the possibility of fire.
- Gather any possible witnesses for law enforcement to interview.
- Upon arrival. Law enforcement or fire personnel will assume responsibility. All investigations will be conducted by SDPD.

EXPLOSIONS

- Immediately take cover under, or next to furniture, upon hearing an explosion. Try to remain as calm as possible.
- Try to establish what exploded, the extent of the damage and possible life-threatening hazards to determine your next course of action.
- Take immediate action to ensure your safety and the safety of others. Evacuate according to your site plan if necessary; otherwise, remain in your place of cover.
- If you evacuate, go to an area upwind from the explosion site to avoid any possible toxic fumes. If smoke is present, stay low and exit, crawling to avoid breathing fumes.
- Immediately notify Pres/CEO or designee and SDPD of exact location and description.
- Turn off power supplies, electricity, and gas lines if safely possible.
- Ensure no one returns to property until fire personnel officially declare the area safe.

OTHER CONSIDERATIONS

- Attempt to control the situation to avoid panic.
- Everyone should know and understand their role. Practice your response.
- Bomb threats require a response; usually no less than a search by qualified personnel and Police services.
- Consider the impact on students and staff.
- Have long term strategies included in your School Site Safety Plan to deal with mass destruction. Include transportation issues in your plan.

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Sections 148.1 et seq (false bomb report)
San Diego Municipal Code Section 63.02.3 (Fireworks)

EMERGENCY PROCEDURE: LOCK DOWN/ACTIVE SHOOTER/THREAT

BACKGROUND

It is important that plans are in place when a person, persons or situation dictates that lock down procedures need to be implemented. The most elevated threat circumstances would be that of an active shooter who attempts to, or enters, the school. Considerable time and resources have been invested in establishing these plans and procedures and the capacity to implement them.

First, the HSHMC campus was not originally designed as a school and many of the environmental features of a traditional school do not exist here. To close those gaps, investments have been made to the campus to better control access, egress, and communications. These include but are not limited to upgrades in fencing and securing perimeters of campus, locks, controlled access points, cameras, coordinated communications and identification of safe zones throughout the building, especially in classrooms.

Second, HSHMC has invested in a security system supported by the company Centegix. This program specializes in incident alerting solutions to turn schools/learning communities into safer spaces. This solution empowers all staff to respond to any crisis with confidence. A touchpad badge allows quick and easy access for every adult, and the system is tied to every room, every computer, and communicates directly to local authorities.

Third, implementation protocols for building lockdown, especially in the case of an active shooter or threat, are dependent on adults in the school with both generic and specific assigned roles and responsibilities. In the plan herein, specific roles are delineated and assigned to specific team members. There is also recognition of the need for flexibility in those assignments due to the likelihood that a team member may not be on campus or available to assume responsibilities. Thus, backup plans for assignment coverage are provided. Multiple team members who are typically in various areas of the campus must be available to fill in if needed. This flexibility will be built as part of the staff training and materials available.

Fourth, as stated above, the lockdown plans require knowledgeable staff who understand the protocol and their generic responsibilities as well as the specific responsibilities of the implementation team should they need to be filled. Therefore, there will be time devoted to "active shooter" all staff training at the beginning of fall, spring and summer terms.

Finally, our plan will always be part of an ongoing effort to review, evaluate and improve our school campus, our lockdown protocols and our staff and student preparation. The safety of our students, staff and visitors demands our continued attention.

Section 1: Upgrades to Building for Safety

Over the last couple of years HSHMC has grown in building capacity, expanding to the third and fourth floors of our building at 3910 University Ave. With this expansion, we have taken multiple steps to make sure that the building is secure. Below is a bulleted list of all the upgrades we have put in place to keep HSHMC a safe environment.

- A new exterior fence was put around the backside of the building all the way up to the entry point of CitiBank (University Ave). With the addition of the new gate, the main entrance point into the building is now on University Ave.
- With University Avenue as the main entry point, the double glass doors are now kept locked. We have installed a remote unlock switch that will be activated by our front desk staff. This door will also be monitored by security as well.
- The double glass doors will be unlocked during our scheduled passing periods with team members stationed at every unlocked door.
- Ring devices were placed on two exterior doors, one on University Ave. by room 103. The other ring device was placed on the exterior door on 39th Street.
- The ring devices are tied to 7 employee iPads with notifications turned on. It is an expectation for those employees to have their iPads with them daily.

- We have fobbed the elevator for all floors; students cannot use the elevator without an adult.
- We have updated our video camera system and added new cameras in the building. This camera system is installed on all iPads that have the ring on them. There is active monitoring of our cameras.
- Updated PA system with the ability to make announcements via landline phones in 4 different sections of the building.
- Adoption of Centegix
- New locks on each door, teachers do not have to lock the door from the outside.

Section 2: Active Shooter Protocol

HSHMC is determined to keep a safe school with real time communication. We have created a clear protocol so that communication is not missed, and safety can be achieved. Active Shooter or Live Threat Protocol is largely dependent on an informed staff that is responsible for directing the student body out of harms way to the extent possible. This requires all staff to understand their generic responsibilities for campus and classroom lockdown and an implementation team with specific responsibilities for site organization and communication. Centegix will be used as the notification system in the instance of the need to lockdown the campus. Any staff member can activate the emergency system which will automatically notify all staff. Once notified, staff members will take action to secure the facility.

- The plan includes:
 - A Command Center located in the second floor counselors' office.
 - A Command Center located in the "Huddle" office found behind the principal's office space.
 - A surveillance center will be located in the tech office on the third floor.
 - All three centers will be in communication via access to cameras and cell phones.

The Implementation team shall consist of the following members and their roles:

1. **Site Administrator in Charge** will oversee assignments of team roles and responsibilities and assume ultimate site command and communication.
 - a. If available and on site this role will be assumed by the principal (Dominique Smith).
 - b. If unavailable, responsibility will be assumed by administrator in charge (likely one of two VPs (Oscar Corrigan, Broc Arnaz) or leads on the Restorative Team (Nick Regas or Demetrius Davenport).
2. **Community Contacts:**
 - a. **Police and Community Contactor** will call 911 and provide support to police and emergency personnel. If available and on site this role will be a school counselor (Uriel Cortez and if unavailable HR Director Javier Vaca).
 - b. **School District and Property Management, Student/Family Unification Contactor** (HR Director Javier Vaca, Head Counselor Grecia Ortega)
 - c. **Family and Staff Contactor:** will reach out to notify San Diego Unified of an active shooter/threat. Prepare a message for parents to be sent on

website, canvas pages and other LMS. Prepare to communicate with classrooms using school phones, email or cell phones. This will be the point person to keep classrooms informed. If available and on site this role will be assumed by one of the Restorative Practices Coordinators (Nick Regas, Demetrius Davenport)

3. **Technology and Camera Surveillance Contactor**, If available and on site this role will be assumed by one of the technology coordinators (Andy Silveyra, Ralph Blanchard, Alex Gonzalez)
4. **Gate Access Lockdown Contactor**: will lockdown all exterior gates. If available and on site this role will be assumed by one of the Restorative Practices coordinators (Nick Regas, Demetrius Davenport)
5. **First Floor Lockdown Coordinator**: will lockdown all first floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Daniel Duncan, Nick Swift, Oscar Corrigan, Broc Arnaiz, Jonathon Walker, Nick Regas, Bryan Dale, Demetrius Davenport)
6. **Second Floor Lockdown Coordinator**: will lockdown all second floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Daniel Duncan, Nick Swift, Oscar Corrigan, Broc Arnaiz, Jonathon Walker, Nick Regas, Bryan Dale, Demetrius Davenport)
7. **Third Floor Lockdown Coordinator**: will lockdown all third floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Daniel Duncan, Nick Swift, Oscar Corrigan, Broc Arnaiz, Jonathon Walker, Nick Regas, Bryan Dale, Demetrius Davenport)
8. **Fourth Floor Lockdown Coordinator 4**: will lockdown all fourth floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Daniel Duncan, Nick Swift, Oscar Corrigan, Broc Arnaiz, Jonathon Walker, Nick Regas, Bryan Dale, Demetrius Davenport)

In a case of an active shooter or threat on campus responsibilities of each Implementation member are as follows:

1. **Site Administrator in Charge** is notified and begins to notify all stakeholders immediately. They will make an announcement of an active threat via land line phone or PA system. Announcement: We have an active threat in our building, please go into Active Threat Protocol. (Section 3, for teachers).
2. **Site Administrator** will call, text and email Police and Community Contact of the threat.
3. **Community Contactor** will begin to connect with outside help.
 - a. They will call 911 from the counseling center and explain active shooter/harm. They will tell teams we have created a safe phrase “Health Sciences Surgeons you are now safe” Teachers will be told not to answer door until this statement is heard.
 - b. They will be the point of contact for outside agencies, letting teams know as much information possible in the following areas:

- i. Location of shooter
 - ii. Number of shooters
 - iii. Physical description of shooter(s)
 - iv. Number of weapons
 - v. Any wounded
 - c. They will also communicate with **Technology and Camera Surveillance Coordinator** to access the camera system to identify the location of the threat. **Technology and Camera Surveillance Coordinator** will communicate to **Community Contact Coordinator**, active threat. **Community Contact Coordinator** will contact property management to have building locked down.
 - d. Will get best image or photo for authorities.
 - e. Send Zoom invite to everyone. Not to zoom, but to have an active chat function for everyone to be on.
4. **Site Administrator in Charge** will text, call or email first floor executive coordinator and state: Active Threat.
 5. **First Floor Executive Coordinator** will communicate Active Threat to “Safety/Lockdown Team” (Daniel Duncan, Nick Swift, Oscar Corrigan, Broc Arnaiz, Jonathon Walker, Nick Regas, Bryan Dale, Demetrius Davenport)
 6. **Family and Staff Contactor** will:
 - a. Reach out to San Diego Unified to notify of an active shooter/threat.
 - b. Prepare a message for parents to be sent on website, canvas pages and other LMS.
 - c. Prepare to communicate with classrooms using school phones, email or cell phones. Serve as the point person to keep classrooms informed. Demetrius Davenport will help Bryan Dale with communication.
 - d. Monitor Zoom chat box
 7. **Gate Access Lockdown** (If available Demetrius Davenport or Nick Regas) will:
 - a. Ensure that perimeter gates are secured and that all students, staff and visitors are safety secured.
 - b. Check bathrooms by room 104 on 1st floor
 - c. After securing perimeter move to relocation spot.
 8. **Front desk staff members** will move to the principal’s office and take calls from that space. “Yes, there is an active threat, we have the building locked down, police are here. Please meet your child at the relocation site at _____.”
 9. **First Floor Lockdown Coordinator** (if available Daniel Duncan):
 - a. Ensure that 1st floor rooms are secured and that all students, staff and visitors are safety secured.
 - b. Ensure that students are away from glass doors.
 - c. Check single bathrooms on 1st floor
 - d. If any person is found during floor sweep, first floor lockdown coordinator will navigate person found to command center.
 10. **Second Floor Lockdown Coordinator** (if available Oscar Corrigan):
 - a. Ensure that 2nd floor rooms are secured and that all students, staff and visitors are safety secured.
 - b. Begin to implement exit strategy for students away from the active threat.
 - c. Ensure that relocation sites and paths are safe. If they are in a way of harm, Oscar will create a new relocation spot and communicate that spot with Bryan Dale.
 - d. If any person is found during floor sweep, Second Floor Lockdown Coordinator will navigate person found to command center.
 11. **Third Floor Lockdown Coordinator** (if available Nick Swift):

- a. Ensure that all 3rd floor rooms are secured and that all students, staff and visitors are safety secured.
 - b. Check bathrooms on 3rd floor
 - c. If any person is found during floor sweep, Third Floor Lockdown Coordinator will navigate person found to command center.
12. **Fourth Floor Lockdown Coordinator** (if available Jonathon Walker):
- a. Ensure that all 4th floor rooms are secured and that all students, staff and visitors are safety secured.
 - b. Check bathrooms on 4th floor
 - c. Communicate with all pathway programs leads to make sure individuals who may be off campus do not return.
 - d. Communicate with Cuyamaca College that we have an active threat.
 - e. If any person is found during floor sweep, Fourth Floor Lockdown Coordinator will navigate person found to command center.

Section 3: Active Threat Classroom Protocol

When a teacher or staff member hears an active threat announcement, they need to get into the closest room or office possible. When in rooms the protocol is as follows:

1. Lock door from inside and ask students to move into “safe zone” in the room.
This space will be broken down in each room. If rooms have two doors, go to the center of the room where tables will be used as a barricade around the safe zone.
2. Text your safety floor lead and state
 - a. Door locked all students accounted for, or
 - b. Door locked missing the following students _____ ,or
 - c. Not inside, door not locked.
3. Ask students to silence cell phones and try to stay calm and quiet
4. Have email open, cell phone available
5. Build barricade in front of doors and around students
6. Do not open door without safety statement: *Health Sciences Surgeons you are now safe.*

Section 4: Safe Zone of Room

- 103: Front of stage and close to bathroom, desk used as barricade.
- 104: Center of room next to yellow wall/ old fire closet if class is small enough. Desks around students.
- 105: Center off room, away from glass wall. Tables around students.
- 105A: Center of room
- 106: Front left corner of room. Wall closest to hallway
- 107: On stage and next to stage, behind the wall
- 108: Storage area in room
- 200A and 200B in rooms. Connecting door will remain locked.
- 202: Middle of classroom close to promethean board.
- 203: Front left corner, by standing bar.
- 204: Back right corner, by wall that opens

- 205: On stage
- 206: Back left corner, by wall that opens
- 207: Back section of room, behind wall.
- 208: Back left corner by wall that moves.
- 209: Back left corner
- 210: Front close to promethean board.
- 211: Move to 213
- 301: Front of class
- 302: Middle of class
- 303: Side of class, between room and gym
- 401: Learning Suite 4
- 402: Move to any office in the area

HSHMC staff was informed about all the aforementioned security updates on Tuesday August 23rd; the initial training included an overview of the systems in place. All further trainings will be provided by the Safety Team and Centegix starting on September 2nd, 2022 and will follow the state recommendations regarding safety and security. Health Sciences High will implement one safety and security drill with adults once every semester.

HSHMC unification plans will follow the same directives as fire/natural disaster unification plans. HSHMC students will have two areas of unification, the main unification location is Teralta Park while the secondary unification location is Cherokee Park. These areas will be monitored by the lockdown coordinators.

Other Considerations

Post event resources and needs for all stakeholders

Event Debrief and Safety Plan Edits

LEGAL AND POLICY CONSIDERATIONS

REFERENCE MATERIAL

https://www.fema.gov/sites/default/files/2020-10/fema_scenario_1_active_shooter_TTX_answer_key-01102020.pdf

www.cde.ca.gov/spbranch/safety/safetyhome.html

<https://www.sandyhookpromise.org>

https://www.dhs.gov/xlibrary/assets/active_shooter_booklet.pdf

EMERGENCY PROCEDURE

SUBJECT: TERRORISM/KIDNAPPING

BACKGROUND

An act of terrorism is most often perpetrated by an individual or group who use deliberate violence against a government or other authorities to achieve certain goals. Terrorist methods include the taking of hostages, kidnapping, and the use of bombs and explosions. In a school situation, a student(s) may be kidnapped and held hostage by another person or may be taken by a non-custodial parent or other person without the custodial parent's permission or knowledge.

KIDNAPPING

- Check school records to determine if there may be a legal custody issue.
- Contact the student's legal parent or guardian.
- Notify the SDPD at 911. Be able to identify your site and exact location. Be prepared to give the student's information and physical/clothing description.
- Notify Pres/CEO or HSHMC Inc. administration of notification of police response.

OTHER CONSIDERATIONS

- Obtain a photo of the abducted student and provide it to the police.
- Provide the police with information on known friends of the abducted student. They may be able to provide further information.
- Try to obtain a description of the abductor and direction of travel.
- Gather any possible witnesses for law enforcement to interview.
- Remain calm—the prevention of panic is important.

HOSTAGES

An Administrator or designee will notify the SDPD at 911. Be prepared to give the following information:

- Identify the hostage location on the site
- Number of assailants, if known.
- Number of hostages, if known
- Name of assailants, if known
- Any available description of assailants and weapons
- Demands made by the assailants.

- Notify Pres/CEO and or HSHMC Inc. administration.

If possible, isolate the hostage area and use available communication to notify staff to move students away from the hostage location to a safer location.

Use “Lockdown” procedures, if appropriate.

Do not evacuate until given instruction by police.

Gather all facts regarding the situation for the police. Keep notes on times, any communications from the person holding the hostage(s), and other witness information.

Provide law enforcement with floor plans of the school and arrange for any custodial assistance:

- Provide keys for access to classrooms, buildings and gates.
- Location of power, water, and gas shutoffs
- Access to roofs
- Location of phones and other communication devices

Work with the district office and law enforcement to determine the next steps.

OTHER CONSIDERATIONS

- Gather any possible witnesses for law enforcement to interview
- Minimize any possibility of the suspect’s ability to see or hear news reports.
- Consider the possibility of transportation needs.
- Consider the emotional impact on the students and staff.
- Contact Pres/CEO or designee to provide briefings related to the situation.
- Remain calm—the prevention of panic is important.

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Section 207 (Kidnapping)

California Penal Code Section 209 (Kidnapping for ransom or reward)

California Penal Code Section 210.5 (Taking of hostages)

California Penal Code Section 422 (Terrorist threats)

REFERENCE MATERIAL

California Legal Information @www.leginfo.ca.gov/calaw.html

School Safety @ www.fontana.k.12.ca.us/burton,
www.ed.gov/offices/OESE/SDFS/safeschools.html, and
www.cde.ca.gov/spbranch/safety/safetyhome.html

EMERGENCY PROCEDURE

SUBJECT: COMMUNICATIONS

BACKGROUND

The following procedure is designed to assist HSHMC Inc. personnel to assess, develop, document and improve their ability to communicate during emergency situations. Coordination of these efforts with emergency response organizations in a manner, which best protects and provides safety for students, staff, buildings and supplies are imperative.

GENERAL INFORMATION

- As required by law, the Pres/CEO or HSHMC Inc. administration shall develop and maintain a comprehensive school safety plan.
- The Pres/CEO or designee will direct and coordinate all emergency actions at his/her site until relieved by another administrator/designee or by police/fire authorities.

EMERGENCY RESPONSE

- For emergencies or life-threatening situations, the Pres/CEO or designee shall activate the site emergency preparedness plan found within the School Safety Plan.
- The Pres/CEO or designee will contact SDPD.
- If communication is established, the Pres/CEO or designee should provide a complete report of the incident or emergency, identifying damages sustained, current response actions, resource status, etc. Based on the information provided, the Pres/CEO or designee will determine which staff will be notified and requested to respond.
- Pres/CEO or designee will determine any additional staffing needs at the time of emergency.

LEGAL AND POLICY CONSIDERATIONS

California Civil Regulation, Title 5, Section 560
California Education Code Sections 35294 et seq.

EMERGENCY PROCEDURE

SUBJECT: SITE EMERGENCY PREPAREDNESS PLANS/DRILLS

BACKGROUND

During an emergency, all staff must be prepared to function as self-sufficient units for the initial hours. The Pres/CEO or designee's major responsibility must be to prioritize the school site emergency response. HSHMC Inc. administration is responsible to see that the following planning goals are accomplished:

- Review of the emergency procedures and plans with the entire staff to ensure that specific needs of the school are met.
- Definition of areas of responsibility for the staff in earthquake, fire, take-cover procedures, and other disasters.
- Carry out drills of earthquake, fire, and take-cover procedures involving the entire student body and staff.

In the event of any emergency or life-threatening situation, all staff must be prepared to take immediate action to provide for the safety of students and others who may be present. State law requires that regular drills be conducted to meet this urgent need. The Pres/CEO or designee is responsible for conducting these drills and maintaining records of each completed drill.

DISASTER PLANNING—GENERAL

School Plan Requirements

School preparedness plans shall include organization of the staff to meet an emergency, a system of warnings, instruction and preparation of staff/students, and appropriate drills.

Required plans shall provide maximum security for the staff, students, and other occupants of the school.

- A site map should be included with the plan, designating planned evacuation routes, assembly areas, utilities shut-off valves, first aid supplies, and designated areas for prolonged staff/student care.
- Arrangements must be made to provide for accountability of staff and students, orderly release for students to parents/guardians, and temporary shelter should it be needed.

- Schools with handicapped staff/students must direct special attention to the disposition and medical needs of those staff/students. Plans for such staff/students must be written into the site plan.

Written site plans must include special instructions for students who are in transit. The instructions must be specific in describing what these students do during and immediately following an earthquake.

Copies of the plan shall be distributed as follows:

- One copy to every staff member at the beginning of each school year. Special attention must be given so that site plans are available to substitute and itinerant personnel.
- One copy files in each Emergency Procedures Manual issued to the site.
- One copy was included in the site safety plan and sent to the School Police Services Department.

Pres/CEO or designee shall review and update the site safety plan annually and address changes to staff.

Site Map. A plot map and a floor plan (for each building) will serve many purposes. It will provide a basis for establishing primary and alternate evacuation routes, identifying primary and secondary assembly areas, and developing procedures for conducting emergency response activities. A floor plan should be attached to the site emergency plan.

- Main shut-off valves for gas and water.
- Electrical power master switch(es).
- Portable, battery powered PA equipment/lighting/radios.
- Fire extinguishers.
- First aid equipment and emergency supplies (bedding, water, food)
- Portable emergency equipment for search and rescue.
- Outside water faucets/hoses.
- Stoves, heating/air-conditioning equipment.
- Chemical storage and gas lines in laboratories.
- Hazardous materials stored by custodians or gardeners.
- Overhead power lines.

- Sewer lines and underground gas lines.

Hazardous identification. By October 1 of each year, each office, classroom and site should conduct a survey to determine the scope of potential hazards throughout the site and in the immediate neighborhood.

- Pres/CEO or designee should identify common site hazards that can be reduced or eliminated at little or no cost, and develop plans to reduce these hazards.

Assignment/training of staff

Pres/CEO or Designee

- Identifies persons having specialized training or skills or provides for such training (e.g., first aid certification, operation of equipment, and assessment of building safety) and assigns them to appropriate teams.
- Appoints second in command and one backup. Assures that both persons are trained and familiar with the responsibilities in the event of an emergency/disaster.
- Provides for necessary training in use of disaster equipment, utility disconnection, and preservation of water and resources.
- Assures that at least two or three persons are trained and familiar with each assigned responsibility.

ESSENTIAL ELEMENTS OF SITE PLAN

Provision for site isolation. Consideration must be given to the necessity for a site to be self-sufficient for a period of 72 hours. In a major emergency/disaster, a state of isolation could realistically confront schools/sites. Provisions must be included in the plan for no power, no communication, and no assistance from the outside agencies.

This shall also include primary and alternative evacuation routes and assembly area. Assembly area should be an open area on school grounds that are away from buildings, trees, utility poles, exposed wires, and similar hazards. Staff and students may be moved to another location for assembly should the situation require and as directed/approved by fire or police personnel.

Emergency roll/program cards on each student/staff.

Assign or designate staff to appropriate teams to facilitate first aid, rescue, accountability, communications, security, and sanitation.

Development of a site communication system.

- Staff or students may be utilized as “runners”

- Possible methods of communication without electrical power and telephones.
- Flags on poles can be used to communicate with ground reconnaissance teams.
- Plastic or canvas panels placed on the ground to communicate with air reconnaissance.
- Possible methods of communicating should be indicated in site plan.

Instruction of staff/students. Determine what training and drills must be conducted to ensure staff and students know what actions to take in an emergency.

First aid for staff and students. Provide and maintain essential equipment and supplies, and provide for communications with site Emergency Operations Center.

On School sites, orientation of students and parents/guardians to assure understanding of site procedures.

Closing of schools or sites/early dismissal of students.

PRESERVATION OF FACILITY

- Damage Control. Main water valves and electric switches should be shut off as soon as possible.
- Of primary concern is the hazard of fire since leaking natural gas could cause a fire or contribute to its rapid spread. However, due to the buildup of pressure in gas lines and the problems with restoration of services, gas lines should be turned off only when it is suspected that there is a gas leak or when fire is threatening gas-supplied structures.
- Conservation of water and supplies. A major source of water is in water storage tanks and hot water heaters. To avoid potential contamination, valves should immediately be shut off so water will not siphon back into city mains.
- No one should be allowed to use water supplies without direct authorization of administration.
- Water in toilet tanks and water heaters must be purified before use. (Do not use water in toilet bowls)
- Note: Limited water or food for the estimated 48-72 hour isolation period will not endanger lives; resources must be conserved through rationing.
- Site use as temporary emergency shelter for staff and students. Note: If school is in session, the school population shall have priority of occupancy.
- Pres/CEO or designee activates appropriate site disaster preparedness plan.
- Outdoor sanitation facilities should be provided.

Except for basic supplies, large quantities of food, water, and bedding, should not be stored on site. In terms of basic supplies, all schools have water; first aid supplies and equipment; bedding; battery operated radios; flashlights; custodial supplies and equipment; and general supply room material.

General Duties During Emergency. Specific responsibilities shall be outlined in the site disaster preparedness plan. General duties include the following:

Pres/CEO or designee assumes overall direction unless extenuating circumstances are present.

On school site, teachers provide for the safety and direct supervision of their students. (Classes may be combined in order to release a teacher for other duties.) Teachers shall:

- Keep the class roll in their possession at all times and maintain control of and accountability for all students under their supervision.
- Direct the evacuation of students to a designated assembly area in accordance with site plan or instructions from Pres/CEO or designee.
- Assure that students needing first aid receive care.

All staff members assume duties as assigned in the site emergency plan, and when necessary, take immediate action for the safety of staff and students without waiting for directions from the Pres/CEO or designee or authorities.

DRILL RESPONSIBILITIES

Emergency Notification signal for school

Signals. Bells, buzzers, or tones may be the school's alarm system. Pres/CEO or designee must designate which signal will alert staff and students to a particular emergency and familiarize all occupants with the designated signal.

Fire (evacuate)

Alternate signal (site disaster plan shall designate an alternate signal to be used. Runners may be activated as appropriate.

Earthquake Emergency (drop). Drop command given by staff member. (all clear: command given by staff member.) Earthquake: Warning is a shaking of ground, a violent jolt, or rumbling noises. Plane crash or explosion: Only warning is sound of blast or blinding flash of light.

Disaster preparedness plan (activate). The site plan shall designate signal for activating site disaster plan and/or specific components of plan.

Fire Drill (evacuate). All staff and students shall review site evacuation procedures including primary/alternate routes and assembly areas, assigned responsibilities, and actions to take. Since

a fire drill signal will be used for other emergencies, the procedure outlined in the safety plan shall be implemented every time fire alarm is sounded.

Pres/CEO or designee

- Rings fire alarm bell or notifies staff by other means.
- Note: To familiarize staff with location and use of alarm boxes, may have staff member activate Evacuate procedure by using an alarm box. May “close” primary evacuation route(s) or primary assembly area to require use of alternate route(s) or assembly area.
- Ensures that all rooms and buildings have been evacuated and that no one reenters building(s) until all clear signal.
- Goes to designated assembly area; implements procedure to ensure accountability for all students and staff.
- Gives official all clear signal permitting return to buildings.

Note: If fire actually exists, building shall not be reentered for any reason until officially declared safe by fire department of district officials.

Teachers

- Take along class roll/register and any other emergency materials specified in site disaster plan.
- Evacuate students in an orderly manner to designated assembly area; use alternate route or assembly area if primary route/area is closed.
- Using class roll, verify presence of all students; send report to Pres/CEO or designee according to site plan.
- Keep students in assembly area until further instructions are received. No one shall reenter buildings or return to classrooms for any reason until official all clear signal is given.

Earthquake/Disaster. In addition to Evacuate (fire drill), all staff and students shall receive instructions in Drop and Take Cover procedures. All staff and students shall review site disaster preparedness plan, assigned responsibilities, and appropriate actions.

If inside building:

- Get under protective cover if available.
- Assume protective position:
- Drop to knees with back to windows and knees together. Note: if taking cover under desk, table, or other furniture, hold on to furniture to prevent it from moving away.

- If no furniture is available for cover, clasp both hands firmly behind head, covering neck.
- Bury face in arms, protecting head; close eyes and cover ears with forearms.
- Stay in position until All clear signal is given or threat is over.
- Follow site emergency preparedness plan procedures if Activate signal is given; avoid glass and other hazards during Evacuate procedure.

SCHOOL DISASTER PREPAREDNESS PLAN

Purpose of drill is to prepare, to train, and to educate. At no time shall safety of staff or students be placed in jeopardy.

Prior to conducting a drill to Activate site plan:

- Pres/CEO or designee shall determine time and date of drill and inform all necessary authorities.
- School shall send advance notification to parents informing them of planned drill.
- Site employees shall be notified in advance and shall be expected to review their assigned responsibilities, if needed.
- Students shall review site plan and actions to take and shall be instructed about reasons for planned drill.

On day of drill, Pres/CEO or designee:

Ensures that at no time during drill shall students be unsupervised or placed in jeopardy.

Uses pre-designated signal to Activate site plan; may Activate specific components of plan and then follow with full implementation of plan.

Establishes site Emergency Operations Center, checks communications component with and without telephones or power for effectiveness.

Verifies “safety” of staff and students

Checks each team/component to evaluate effectiveness; reviews or clarifies specific responsibilities with staff, as needed.

May include “built in” situations for a drill.

After drill, Pres/CEO or designee:

- Evaluate effectiveness of drill and areas needing improvement; provide for staff input, observations, and discussion.
- Prepares written evaluation report concerning site effectiveness during drill; identifies areas needing improvement, possible changes to be made in site plan, and training or in-service needs.
- Distributes copies of written evaluation to instructional leader/division head, chief of staff, and each staff member involved; files a copy at site.
- If site plan is revised, updates and submits revised plan.

School Campus Emergency Plan

Purpose of plan is to prepare, train and educate personnel in steps to minimize possibility of accident or tragedy on school campus.

Prior to conducting a drill to Activate site plan, establish a clear communication system that signals an emergency and, when crisis has passed, signals All Clear. Signals should be distinguishable from those that designate class periods and should be established prior to an emergency.

- Post a regularly update and a checklist of equipment and emergency telephone numbers.
- Have necessary equipment available such as hand held radios for communicating with supervising staff; a camera for documenting damaged or destroyed equipment; a public address system/ fire extinguishers; first aid supplies; and, where possible, a private telephone line and number to be used only by the Pres/CEO or designee in emergencies.
- Identify how injured staff and students will be transported to the hospital.
- Plan alternative routes for transporting injured if standard routes are obstructed.
- Establish an orderly dismissal procedure in a manner everyone understands.
- Provide parents with information regarding relevant elements of emergency plan so that they are prepared and know what to expect.
- Establish an information post in a location accessible to parents, community members, and the media.
- Authorize only one or two staff members to act as police contacts.
- Designate a spokesperson to advise and handle questions and concerns.

LEGAL AND POLICY CONSIDERATIONS

Emergency procedures at the school shall be in compliance with federal, state, county and city requirements and shall be in accordance with the Board and Charter Policies.

HSHMC Inc. shall cooperate with civil authorities and agencies in the event of a declared state of emergency.

Responsibilities of School Employees. Immediately upon declaration of a state of extreme emergency by the Governor of the State of California, all public employees are declared to be civil defense workers subject to such civilian defense activities as may be assigned to them by their superiors or by law. The term “public employees” includes all persons employed by the state, or any county, or city and county, state agency or public district, “excluding aliens legally employed.”

California Code of Regulations, Title 5, Sections 550, 560, 14102

Government Code Sections 3100 et seq.

EMERGENCY PROCEDURE

SUBJECT: EVACUATION AND REUNIFICATION

BACKGROUND

Experience has shown that simplicity and training are the keys to effective emergency operations. Lengthy, complex plans are seldom remembered by the majority of users who are under unusual stress and may have received little, if any, training or practice in using the plans. Therefore, the evacuation policies and procedures used in this document are designed with simplicity and flexibility.

Evacuation Authority

The following personnel may order the evacuation of the facility:

- Pres/CEO or HSHMC Inc. administration or designee.
- A public safety agency Incident Commander (Penal Code 409.5)
- Designee in charge of the Emergency Operations Center.

Evacuation Categories

In order to establish standardization and consistency between schools and district facilities, the following evacuation categories are established:

- One site Evacuation

- Off site Evacuation
- In Place Sheltering (Lockdown)

On-Site Evacuation

On site Evacuation involves movement (walking) of students/staff to a safe location within the school or facility grounds. Reasons for selecting on site Evacuation may include (but are not limited to):

- Fire alarm sounds
- Odor in a classroom or small area.
- Small fire that should be easily extinguished.
- Minor hazardous material spill/accident.

Off Site Evacuation

Off-Site evacuation involves movement (walking) of students/staff to a safe location outside of the school grounds. The Off Site location should be at least 500 feet from the evacuated site/facility and generally not more than ¼ mile distant (to provide protection against flying debris). Reasons for selecting Off Site Evacuation may include (but are not limited to):

- Large Fire
- Gas Leak
- Credible bomb threat/found bomb.
- Explosion.
- Hostage situation or Shooting when “lockdown” is not feasible.

In-Place Sheltering (“Lockdown”)

In some circumstances, it may be safer to have students/staff remain inside classrooms and/or facilities rather than be outdoors. Such situations might include (but are not limited to):

- Shooter on campus
- Hazardous material incident near the school grounds.
- Fire near the school grounds.
- Explosion hazard near the school grounds.

- Police activity near the school grounds.

Note: In the event of an earthquake, everyone should immediately Drop, Duck, Cover, and Hold. The situation might dictate that it is safer to stay inside. Carefully consider the risks prior to ordering evacuation in a seismic event.

Evacuation Site Selection

The On Site and Off-Site selections depend upon the physical layout of the facility, accessibility, and the topography in the neighborhood. The following guidelines are provided in selecting locations.

Ideally each site should identify two evacuation locations at opposite ends of the facility. This allows for an alternate location in the event that the wind is blowing towards the Primary location. However, because of geographic or facility design, it may not always be possible to have an alternate location.

Other site selection considerations should include:

- Proximity to utility equipment.
- Accessibility, especially for persons with disabilities.
- Protection from falling or flying debris.
- Size
- Accessibility by buses, if required.
- Ability to provide security.
- Contact and agreements with owner of sites that are privately owned or managed by another government agency.

Methods of Alerting

The method for initiating evacuation or In-Place Sheltering depends upon the situation and the immediacy for movement. When the situation does not require instant evacuation, the Pres/CEO or designee, shall notify teachers/staff with directions and instructions for evacuation.

If the situation does require immediate action, then the bell system should be utilized.

Bell System Notification

Each school should designate a system for:

- Directing students and staff to evacuate the primary One Site evacuation point.

- Directing students and staff to “Lockdown”.

At most school facilities, the signal to direct students and staff to evacuate will be the “Fire alarm” bell.

Pres/CEO or designee must ensure that ALL staff, teachers, students, and visitors, particularly substitute teachers and staff, are aware of what bell designation is being utilized at their particular location. This should be posted clearly in all rooms.

These alerts can be supplemented.

Pres/CEO or designee should determine if their bell system has power backup. And should consider adding handheld air horns to their Crisis Kits for use in the event of a failure of the bell system. Facility maintenance personnel can assist schools in reviewing their systems and recommending modifications.

NOTIFICATION OF THE EVACUATION

Whenever an evacuation or In-Place Sheltering is imminent or initiated, ensure SDPD is immediately notified.

ACCOUNTABILITY

Accountability will be crucial during any movement of students/staff. Accountability takes three areas into consideration:

- Control of student/staff movement to evacuation point
- Searching facilities to ensure students/staff have evacuated
- Taking roll of students/staff at the evacuation point

MOVEMENT

Factors that may affect control:

- Whether evacuation occurs when classes are in session or between classes
- Age of students
- Distance to evacuation point
- Visibility of emergency

The Pres/CEO or designee must develop procedures for their individual facility to ensure that staff are prepared to move and control their particular populations, including persons with disabilities.

SEARCHING FACILITY

In emergencies, individuals may hide themselves in such locations as closets, restroom stalls, or other areas where they feel safe. Additionally, there may be a classroom or office that either did not hear the warning or decided to lock down rather than evacuate. When an evacuation takes place, it is critical that all classrooms, libraries, storage rooms, and offices be physically searched.

The Pres/CEO or designee will assign a school staff member with master keys to assist law enforcement and or fire personnel in conducting a physical interior search of all rooms to determine that all students/staff have evacuated. Areas searched should be marked with chalk and should be a circle with an “X” in the center and the time of the search:

Searchers should also verbally call out to students/staff within rooms. Schools sites may want to use a “Code Word” system that allows the staff member inside a room to determine if the person outside the door is a legitimate staff member or searcher.

The site must ensure that all room numbers are posted above doors or on both sides of the door. This will assist searchers in locating and recoding room numbers.

Roll Call

Accounting for all students/staff during an evacuation/emergency can be very difficult. Older students may leave the school for other destinations without advising a school official. The following guidelines are established to maximize accountability.

When evacuating, teachers must bring both their roster and daily attendance rosters. If class is in session, teachers can keep the students together in the class configuration for movement and accountability at the evacuation site. If the evacuation is ordered when classes are on break, then procedures should be in place for teachers and staff to control movement of students to the evacuation location. Once at the evacuation location, students can be gathered into one of two types of groups.

Alphabetical groups

In this option, pre-made signs are used to direct students to certain areas alphabetically by last name. These signs can be brought out with the emergency kits or could be permanently erected on a school fence or other stanchions. While this method may allow for quicker regrouping, it also means that a master school roster in alphabetical format will be needed for roll call. Or the lead at each alphabetical grouping will have to develop a raw list.

Next Period groups

In this option, students are advised to report to the teacher of their next period class. Having signs available with the teacher’s name boldly printed would be helpful. Be prepared to handle students who cannot remember what their next class was or did not have another class. Teachers can then use their master class list to conduct roll call. If no roster was brought out, a raw roster will have to be developed.

Both options should be available and determine which method works best in a given situation.

Once students are situated into their groups and roll calls are conducted, the results must be given to the staff member responsible for overall accountability. Principals must have procedures developed that provide for compilation of head counts and determination of missing students/staff.

The Crisis Box should have copies of the school master roster sorted.

All students alphabetically

Alphabetically by grade

These lists should be updated biweekly and the date of update printed onto each roster.

DISTRICT FACILITY (NON-CAMPUS) EVACUATION GUIDELINES

In the event that a district facility must evacuate, all persons shall follow the procedures outline in the emergency plan for that facility, including the following:

- Ensure that all persons, including visitors, are aware of the evacuation.
- Notify SDPD
- Assist persons with disabilities.
- Move in a safe and orderly manner to the designated evacuation point.
- Account for all staff.
- Coordinate with Police services and/or responding public safety agencies.

CANCELING EVACUATION

Once an evacuation has been initiated, it should generally be completed, even if the situation becomes resolved or “safe” in mid-evacuation. This will reduce loss of control, accountability, and the potential for injuries from reversing direction in “mid-stream.”

RETURN TO SCHOOL OR FACILITY

If the incident that caused the evacuation requires the response of a public safety agency, the public safety Incident Commander must approve the return to the school by students/staff. At that point, the Pres/CEO or designee has the authority to return students/staff to the facility (with concurrence of the Incident Commander), or to initiate release of students from the evacuation point. In either case, the principal/department head shall ensure that the EOC is notified of the decision(s).

REMOTE SHELTERING

There may be rare situations that require students/staff be moved to a temporary shelter, rather than released from the evacuation point. This may include:

- Inclement weather.
- Evacuation areas are considered to be unsafe (such as major hazardous material incident, potential explosion, and damage to surrounding community).
- Need for a facility/location that provides for better control.

These “Remote Shelters” might include another school, a city park and recreation center, a sports arena, or other large facility.

The need to move students/staff to a remote shelter will be discussed between the Incident commander, the Pres/CEO or the EOC. The EOC Director will make the decision to initiate the movement to a remote shelter. In such a case, the EOC will coordinate this operation and make the arrangements for the use of a remote shelter facility, transportation, and additional support staff. The Pres/CEO or designee and on-scene public safety personnel will coordinate the movement of students/staff, including:

Loading buses and assigning at least one staff member to each group boarded onto a bus. This staff member will create a raw roster of who boarded and will stay with that group until they arrive at the shelter and have turned control of the students (and roster) over to assigned shelter staff. If there is no adequate staff available to supervise students, Staff should stay with their assigned group until relieved by the individual assigned to supervise the remote shelter site. Once relieved, staff may be directed to return to the affected school or district facility to continue assisting in movement or to serve as shelter staff.

Assign a staff member and any available staff to the remote shelter site to establish control at the location. All schools and district facilities should have plans in place to serve as a “Host” site. The individual assigned to the shelter site should have a method of communicating with the Pres/CEO or designee.

PARENT NOTIFICATION

In the event the Pres/CEO feels that students are to be released or that notification of parents/guardians is warranted, they shall advise the EOC. The EOC will coordinate and track parent/guardian notification. The EOC and the principal will ensure that constant updates take place between them regarding notifications.

Pres/CEO or designee shall keep in mind that there may be situations where parent/guardian notification may actually create unnecessary problems. (i.e., only cause for evacuation was fire alarm with no smoke or fire or other situation where it is reasonable that the problem will be handled quickly and students will return to class.

PARENT REUNIFICATION

In some situations, the Pres/CEO or designee may decide that students should be released or reunified with parents/guardians. The following guidelines are for situations in which students are either the On-site Evacuation site or the Off-site Evacuation site.

If the release of students is to take place after the normally scheduled “end of the day” period, the Pres/CEO or designee may allow students to leave as they normally would. The Pres/CEO or designee should keep the EOC advised and should ensure that there is an accountability of released students.

However, if the release is to take place prior to the normally scheduled “end of the day” period, the students must be released to a parent/guardian with approval of the Pres/CEO or designee.

The following release procedures should be followed:

- Designate an entry point for parents/guardians to report to (law enforcement may be beneficial in these circumstances). Note: the use of preprinted banners and signs may be helpful to direct and control arriving parents/guardians.
- Designate (and staff) an exit point where parents/guardians with students are to check out.
- Establish procedures for verifying identity of “parent/guardian” at the entry point and exit point.
- Direct parent/guardian to the location of the student’s group for release; advise parent’s/guardian to check out at the designated exit (keep the entrance and exit separate whenever possible).
- Maintain documentation of student accountability.

REUNIFICATION FROM REMOTE SHELTER

Reunification procedures are basically the same as those for release from on or near school grounds. The Pres/CEO or designee should supervise the reunification.

The Pres/CEO or designee may also elect to have the district Reunification Assistance Team leader supervise this function.

- Designate an entry point for parents/guardians to report to (law enforcement may be beneficial in these circumstances). Note: the use of preprinted banners and signs may be helpful to direct and control arriving parents/guardians.
- Designate (and staff) an exit point where parents/guardians with students are to check out.
- Establish procedures for verifying identity of “parent/guardian” at the entry point and exit point.

- Direct parent/guardian to the location of the student's group for release; advise parent's/guardian to check out at the designated exit (keep the entrance and exit separate whenever possible).
- Maintain documentation of student accountability.

Regardless of the grade levels or location, keep the following issues in mind.

- Arriving parents/guardians will create significant parking and traffic control problems; law enforcement must be on scene to address this.
- Arriving parents/guardians may be in a high level of anxiety and will want to reunite with their student as quickly as they can; long waits in lines may only aggravate their emotions. Ensure that sufficient staff is available at entry points and exit points to facilitate movement.
- Law enforcement will need to be an integral part of the reunification staff to ensure control, peace, and movement. Coordinate with law enforcement officials on scene and ensure that sufficient officers are available to maintain control.
- Assign a senior staff member to oversee reunification setup and operations. This will allow the Pres/CEO or designee to oversee all aspects of the emergency.
- Be prepared to deal with the media.

DISTRICT EMERGENCY OPERATIONS CENTER

When a school is evacuated the district Emergency Operations Center should generally be activated to support school emergency operations. The purpose of evacuations include the following:

Coordinate response by support personnel, agencies, and teams to the affected school

Coordinate additional resources to support evacuation operations, including transportation, traffic control devices, food/drinks, and other materials and supplies.

Determine if remote sheltering is required; if so, initiate procedures to obtain facility, arrange transportation, and reunification.

Coordinate parent/guardian notification if required.

Provide overall direction to the Pres/CEO related to school operations.

TRAINING/EXERCISES

It is essential that all potential users of the evacuation plans are trained. This includes staff as well as students. The Pres/CEO or designee shall ensure (and document) that all staff receives training in all emergency procedures during the initial days of the new school year or upon their assignment to the school. Students should be briefed on plans and their responsibilities during

the first few days of school year or upon enrollment. Parents/guardians should receive information regarding emergency plans and their responsibilities.

Exercises are an important aspect of emergency preparedness and provide staff and students the opportunity to practice their emergency procedures in a safe environment. When developing an emergency exercise, the Pres/CEO or designee will coordinate planning with SDPD and San Diego Fire Department. This enhances the interagency coordination that is vital in an emergency and ensures that public safety agencies are aware of the exercise.

REFERENCE MATERIAL

School Emergency Response-California Office Emergency Services (6/98)
California Penal Code 409.5PC, Closure of Areas in Emergencies
Emergency Preparedness www.EmergencytrainingOnline.com

Coversheet

2022-2023 Athletic Department Emergency Plan

Section: IV. Action Items - Consent Agenda
Item: E. 2022-2023 Athletic Department Emergency Plan
Purpose: Discuss
Submitted by:
Related Material:
ATHLETIC_DEPARTMENT_EMERGENCY_ACTION_PLAN - 2022-2023 copy.pdf



ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

(Pending Board Approval 10-12-2021)

Athletic Director/Coach Name: Ernest Reyes

School: Health Sciences High & Middle College

Facility: Park De La Cruz Operation Center (Basketball Gym)

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM		
CALL 911. Explain emergency. Provide location.		
Local EMS Number: 911		
EMS Access Point: Main Entrance 43rd Ave.		
Cross Streets: El Cajon Blvd. and 43rd		
Responder 1: HSHMC Coach/Staff		
MEET AMBULANCE at EMS Access Point. Take to victim.		
EMS Access Point: Main Entrance	Practices: Varies Depending on Season and Sport	Events: Athletic

CPR/AED TEAM
START CPR.
1. Position person on his/her back.
2. Put one hand on top of the other in the middle of a person's chest. Keeping arms straight, push hard and fast, (100 compressions/minute.) Let chest completely recoil after each compression.
3. Take turns with other responders as needed.
Coach/Advisor: HSHMC Staff
Responder 1: Assigned by HSHMC Coach/Staff

AED TEAM		
GET THE AED KIT.		
Nearest AED: Adjacent to the Gym, located in the Copley YMCA	Practices: Varies Depending on Season and Sport	Events: Athletic
Responder 1: Assigned by HSHMC Coach/Staff		
GET THE ATHLETIC TRAINER.		
Athletic Trainer: Ernest Reyes		
Cell/Contact Method: (619) 495-8524		
Typical location: HSHMC and Athletic Events.		

Cross Streets: El Cajon Blvd. and 43rd	
Responder 1: Assigned by HSHMC Coach/Staff	
CALL CONTACTS. Provide location and victim's name.	
Athletic Trainer: Ernest Reyes	Cell: (619) 495-8424
Athletic Director: Ernest Reyes	Cell: (619) 495-8524
Principal: Dr. Dominique Smith	Cell: (619) 933-0610

Responder 2: Assigned by HSHMC Coach/Staff

WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.

1. Remove clothing from chest.
2. Attach electrode pads as directed by voice prompts.
3. Stand clear while AED analyzes heart rhythm.
4. Keep area clear if AED advises a shock.
5. Follow device prompts for further action.
6. After EMS takes over, give AED to Athletic Director for data download.

Responder 1: Assigned by HSHMC Coach/Staff

*By law, all athletic coaches, paid and or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590- 5596 of Title V of the California Code of Regulations and Education Code Sections 35179.5 and 44919. More information can be found at <http://cifstate.org/> under the Health & Safety tab, in the Sports Medicine Handbook.



ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

Athletic Director/Coach Name: Ernest Reyes

School: Health Sciences High & Middle College

Facility: Cherokee Point Elementary (Field)

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM		
CALL 911. Explain emergency. Provide location.		
Local EMS Number: 911		
EMS Access Point: Main Entrance 38th Street		
Cross Streets: Wightman Street and 38th Street		
Responder 1: HSHMC Coach/Staff		
MEET AMBULANCE at EMS Access Point. Take to victim.		
EMS Access Point: Main Entrance 38th Street	Practices: Varies Depending on Season and Sport	Events: Athletic
Cross Streets: Wightman Street and 38th Street		
Responder 1: Assigned by HSHMC Coach/Staff		
CALL CONTACTS. Provide location and victim's name.		
Athletic Trainer: Ernest Reyes	Cell: (619) 495-8524	

CPR/AED TEAM
START CPR.
1. Position person on his/her back.
2. Put one hand on top of the other in the middle of a person's chest. Keeping arms straight, push hard and fast, (100 compressions/minute.) Let chest completely recoil after each compression.
3. Take turns with other responders as needed.
Coach/Advisor: HSHMC Staff
Responder 1: Assigned by HSHMC Coach/Staff
Responder 2: Assigned by HSHMC Coach/Staff
WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.
1. Remove clothing from chest.
2. Attach electrode pads as directed by voice prompts.
3. Stand clear while AED analyzes heart

AED TEAM		
GET THE AED KIT.		
Nearest AED: Not Available	Practices: Varies Depending on Season and Sport	Events: Athletic
Responder 1: Assigned by HSHMC Coach/Staff		
GET THE ATHLETIC TRAINER.		
Athletic Trainer: Ernest Reyes		
Cell/Contact Method: (619) 495-8524		
Typical location: HSHMC and Athletic Events		
Responder 1: Assigned by HSHMC Coach/Staff		

*By law, all athletic coaches, paid and or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590- 5596 of Title V of the California Code of Regulations and Education Code Sections 35179.5 and 44919. More



Athletic Director: Ernest Reyes	Cell: (619) 495-8524
Principal: Dr. Dominique Smith	Cell: (619) 933-0610

- rhythm.
- 4. Keep area clear if AED advises a shock.
- 5. Follow device prompts for further action.
- 6. After EMS takes over, give AED to Athletic Director for data download.

information can be found at <http://cifstate.org/> under the Health & Safety tab, in the Sports Medicine Handbook.

ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

Athletic Director/Coach Name: Ernest Reyes

School: Health Sciences High & Middle College

Facility: Hourglass Field (Miramar College)

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM		
CALL 911. Explain emergency. Provide location.		
Local EMS Number: 911		
EMS Access Point: Main Entrance Building J1 Cul De Sac		

CPR/AED TEAM
START CPR.
1. Position person on his/her back.
2. Put one hand on top of the other in the middle of a person's chest. Keeping arms straight, push hard and fast, (100 compressions/minute.) Let chest completely recoil after each compression.

AED TEAM		
GET THE AED KIT.		
Nearest AED: Building J1 Fieldhouse	Practices: Varies Depending on Season and Sport	Events: Athletic
Responder 1: Assigned by HSHMC Coach/Staff		

Cross Streets: Black Mountain Rd and Miramar College Driveway		
Responder 1: HSHMC Coach/Staff		
MEET AMBULANCE at EMS Access Point. Take to victim.		
EMS Access Point: Main Entrance Building J1 Cul De Sac	Practices: Varies Depending on Season and Sport	Events: Athletic
Cross Streets: Black Mountain Rd and Miramar College Driveway		
Responder 1: Assigned by HSHMC Coach/Staff		
CALL CONTACTS. Provide location and victim's name.		
Athletic Trainer: Ernest Reyes		Cell: (619) 619-495-8524
Athletic Director: Ernest Reyes		Cell: (619) 495-8524
Principal: Dr. Dominique Smith		Cell: (619) 933-0610

3. Take turns with other responders as needed.
Coach/Advisor: HSHMC Staff
Responder 1: Assigned by HSHMC Coach/Staff
Responder 2: Assigned by HSHMC Coach/Staff
WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.
<ol style="list-style-type: none"> 1. Remove clothing from chest. 2. Attach electrode pads as directed by voice prompts. 3. Stand clear while AED analyzes heart rhythm. 4. Keep area clear if AED advises a shock. 5. Follow device prompts for further action. 6. After EMS takes over, give AED to Athletic Director for data download.

GET THE ATHLETIC TRAINER.
Athletic Trainer: Ernest Reyes
Cell/Contact Method:(619) 495-8524
Typical location: HSHMC and Athletic Events
Responder 1: Assigned by HSHMC Coach/Staff

*By law, all athletic coaches, paid and or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590- 5596 of Title V of the California Code of Regulations and Education Code Sections 35179.5 and 44919. More information can be found at <http://cifstate.org/> under the Health & Safety tab, in the Sports Medicine Handbook.



ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

Athletic Director/Coach Name: Ernest Reyes

School: Health Sciences High & Middle College

Facility: Cuyamaca College (Soccer Field)

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM		
CALL 911. Explain emergency. Provide location.		
Local EMS Number: 911		
EMS Access Point: Cuyamaca College Drive West and Cuyamaca College Drive East		
Cross Streets: Rancho San Diego Pkwy and Cuyamaca College Drive		
Responder 1: HSHMC Coach/Staff		
MEET AMBULANCE at EMS Access Point. Take to victim.		
EMS Access Point:	Practices: Varies Depending on Season and Sport	Events: Athletic
Cross Streets: Rancho San Diego Pkwy and Cuyamaca College Drive		
Responder 1: Assigned by HSHMC Coach/Staff		
CALL CONTACTS. Provide location and victim's name.		

CPR/AED TEAM
START CPR.
1. Position person on his/her back.
2. Put one hand on top of the other in the middle of a person's chest. Keeping arms straight, push hard and fast, (100 compressions/minute.) Let chest completely recoil after each compression.
3. Take turns with other responders as needed.
Coach/Advisor: HSHMC Staff
Responder 1: Assigned by HSHMC Coach/Staff
Responder 2: Assigned by HSHMC Coach/Staff
WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.
1. Remove clothing from chest.
2. Attach electrode pads as directed by

AED TEAM		
GET THE AED KIT.		
Nearest AED: Not Available	Practices: Varies Depending on Season and Sport	Events: Athletic
Responder 1: Assigned by HSHMC Coach/Staff		
GET THE ATHLETIC TRAINER.		
Athletic Trainer: Ernest Reyes		
Cell/Contact Method: (619) 495-8524		
Typical location: HSHMC and Athletic Events		
Responder 1: Assigned by HSHMC Coach/Staff		

*By law, all athletic coaches, paid and or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590- 5596 of Title V of the

Athletic Trainer: Ernest Reyes	Cell: (619) 495-8524
Athletic Director: Ernest Reyes	Cell: (619) 495-8524
Principal: Dr. Dominique Smith	Cell: (619) 933-0610

- voice prompts.
3. Stand clear while AED analyzes heart rhythm.
 4. Keep area clear if AED advises a shock.
 5. Follow device prompts for further action.
 6. After EMS takes over, give AED to Athletic Director for data download.

California Code of Regulations and Education Code Sections 35179.5 and 44919. More information can be found at <http://cifstate.org/> under the Health & Safety tab, in the Sports Medicine Handbook.

Coversheet

Employee Handbook

Section:	IV. Action Items - Consent Agenda
Item:	F. Employee Handbook
Purpose:	Discuss
Submitted by:	
Related Material:	22 - 23 Employee Handbook.docx



HSHMC

inc.

A California Distinguished School

2022-2023 Employee Handbook

Mission Statement - “Education is Our Business”

HSHMC, Inc. is where people want to be to learn about health and healthcare as part of a world-class education. HSHMC, Inc. is a home away from home, an open door, a place of rigor and academia where students earn a diploma that matters. We do what it takes, we do no harm, we do the impossible, we do it like a family, and we LOVE what we do!

Core Principles

Health & Healthcare:

- We learn and apply skills and knowledge through the lens of healthcare and health careers.
- We learn, practice, and promote the health of the community and its citizens.
- We learn and assume roles, responsibilities, and advances in promoting health.

Home Away from Home:

- Each student has access to personalized learning and is supported by qualified, caring educators, practitioners, and mentors.
- Each student learns in an intellectually challenging environment that is physically and emotionally safe.
- HSHMC, Inc. is a place where independence, responsibility, and accountability are fostered and respected.
- HSHMC, Inc. is a place where everyone and every identity belongs, has a role, contributes, feels safe, and is a respected member. As an academic community, we support and care for each other.

Diploma that Matters:

- Each student is challenged by a rigorous, well-balanced, standards-based curriculum.
- Each student is actively engaged in learning at school and within the broader community.
- Each student is prepared for success in college or further study and for employment in a fulfilling career.
- Graduates assume responsible and caring roles in their families and communities.
- Graduates will be known as people who take actions that positively impact their home, community, and world-at-large.
- Graduates will be sought by colleges, employers and community groups who recognize them for their knowledge, skills, and human compassion.
- HSHMC, Inc. is a place where learning goes beyond the walls of a classroom.

Respect for Self, Others and Environment:

- HSHMC, Inc. is a place where each individual is recognized and accepted for his/her/their uniqueness and beliefs.
- HSHMC, Inc. is a place where there is value in every voice, and everyone communicates honestly and respectfully.
- We seek to understand, respect, and celebrate the diversity around us.
- We affirm and respect all student identities, sexual orientations, genders (including those outside the gender binary), preferred names and student pronouns (she/her/hers, he/him/his, they/them/their).
- Staff and students may use restrooms and school facilities associated with their gender identity. All single stall restrooms in the school building will be marked as “All Gender Restrooms”.
- We recognize that gender impacts all students and understand the value of interrupting binary notions of gender and heteronormative culture.
- We understand, seek, and accept active roles as important members of our pluralistic community.
- Each student and employee is responsible for his/her/their words and actions.
- We all conduct ourselves and treat others with dignity and respect.
- We care about and for the environments in which we live, learn, recreate, and work.

INTRODUCTION

This Handbook provides information about the personnel practices and procedures of HSHMC, Inc. We ask that you read and familiarize yourself with the policies in this Handbook. We encourage you to ask the school leaders any questions that you may have about your employment or this Handbook.

This Handbook is designed to familiarize you with HSHMC, Inc. general policy by highlighting its major policies, practices, and benefits. It is, however, not all-inclusive.

HSHMC reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time without prior notice. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Board of Directors and the affected employee. Any written changes to this Handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook. The Handbook replaces all other earlier handbooks and supersedes all prior policies, practices, and procedures.

Some employees of HSHMC may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

HSHMC, Inc. reserves the right to make changes to this Handbook and to any employment policy, practice, work rule or benefit, at any time without prior notice.

The Handbook is property of HSHMC, Inc. Circulation of the Handbook outside HSHMC, Inc. requires the prior written approval by HSHMC, Inc. Enclosed is an Employee Acknowledgment form showing that you have received a copy of this Handbook for your personal use. Please complete and return the acknowledgment to the Director of Human Resources. Please do not hesitate to ask the school leaders about anything that is unclear to you.

I. HSHMC, INC. STANDARDS

A. Equal Employment Opportunity Policy

HSHMC, Inc. is an equal opportunity employer and makes employment decisions on the basis of merit and/or business necessity. HSHMC, Inc.'s policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender (including gender identity and gender expression), sexual orientation, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, immigration/citizenship status (which includes undocumented individuals and human trafficking), military/veteran status, marital status, registered domestic partner status, pregnancy, age, medical condition, genetic characteristics or information, disability or any other protected status in accordance with all applicable federal, state and local laws. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. All discrimination based on these protected categories is unlawful and prohibited by HSHMC, Inc.

This policy extends to all aspects of HSHMC, Inc. employment practices, including but not limited to recruiting, hiring, terminating, promoting, transferring, training, compensation, benefits, leaves of absence and social and recreational programs and to all other terms and conditions of employment. HSHMC, Inc. policy also prohibits unlawful discrimination by any employee towards customers, vendors, contractors and persons working or visiting on HSHMC, Inc. premises.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans With Disabilities Act, HSHMC, Inc. will make a reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship for HSHMC, Inc. would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact Director of Human Resources and request such an accommodation. The individual with the disability should specify what accommodation is required to perform the essential functions of the job.

HSHMC, Inc. will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on HSHMC, Inc. or create a safety threat, HSHMC, Inc. will make the accommodation.

If an employee believes that he/she has been treated in a manner not in accordance with these policies, please follow the complaint procedure outlined below. HSHMC, Inc. takes all complaints of discrimination seriously. Employees are encouraged to utilize this procedure without fear of reprisal.

B. Policy Against Unlawful Harassment

General

HSHMC, Inc. is committed to providing a work environment free of unlawful harassment. HSHMC, Inc. policy prohibits sexual harassment and harassment because of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking) or any other basis protected by federal, state or local law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

HSHMC, Inc.'s anti-harassment policy applies to all persons involved in the operation of HSHMC, Inc. and prohibits unlawful harassment by any employee of HSHMC, Inc. including co-workers, supervisors and

managers, officers and the school leaders, as well as HSHMC, Inc.'s clients, vendors, suppliers, independent contractors, and others doing business with HSHMC Inc. HSHMC will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees.

Examples of Harassment: Prohibited unlawful harassment because of protected basis includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status, or mockery of an accent or a language or its speakers);
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to obtain or to avoid loss of employment benefits; and
- Retaliation for having reported or threatened to report harassment.

Sexually harassing conduct can be by a person of either the same or the opposite sex. If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

C. Protection Against Retaliation

HSHMC, Inc. prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding or otherwise protected activity. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined below.

D. Reporting Procedure – Discrimination, Unlawful Harassment, and Retaliation

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise.

If you believe that you have been subjected to any unlawful behavior, you should submit a complaint to your supervisor, the Director of Human Resources, or any other member of the management team as soon as possible after the incident. A member of the management who receives a complaint or who observes harassing conduct should immediately inform the Director of Human Resources, or School Leader as appropriate, so that an investigation may be initiated. Your complaint should include details of the incident or incidents, names of the individuals involved, and if applicable, names of any witnesses. HSHMC, Inc. will address all harassment complaints and promptly undertake a thorough, prompt and objective investigation of the harassment allegations through the use of qualified personnel and using methods that provide all parties with appropriate due process. HSHMC, Inc. will attempt to maintain confidentiality of the investigation to the extent possible; however, HSHMC, Inc. may determine that it is necessary to reveal information related to the claim in order to conduct a thorough and efficient investigation.

If HSHMC, Inc. determines that unlawful conduct or violation of applicable policies has occurred, effective remedial action will be taken in accordance with the circumstances involved.

Any employee that HSHMC, Inc. deems responsible for unlawful discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including termination of employment. Appropriate action will also be taken to deter future conduct.

HSHMC, Inc. encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Notification of problem to the appropriate person(s) within HSHMC, Inc. is essential to our ability to address and resolve the situation. It is the employee's responsibility to bring concerns and/or problems to our attention so HSHMC, Inc. can take appropriate action.

HSHMC, Inc. will not retaliate against and will not tolerate retaliation against any person for filing a complaint, reporting, threatening to report, opposing or participating in an investigation regarding alleged harassment, discrimination, safety violations or any other allegedly unlawful conduct by HSHMC, Inc. or any of its employees, independent contractors, vendors or customers.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in school policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online

E. Employment At Will

The Handbook is not a contract guaranteeing employment for any specific duration. Nothing in this Handbook creates, nor is intended to create, a promise or representation of continued employment for you. **Your employment with HSHMC, Inc. is at all times "at will,"** which means that either you or HSHMC, Inc. may terminate this relationship at any time, for any or no reason, without cause or notice.

Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit HSHMC, Inc.'s right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of HSHMC, Inc. has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be approved by the Board of Directors and signed by the CEO and the employee.

F. Open Door Policy

We are always looking for ways to make HSHMC, Inc. a better place to work. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any management representative with whom they feel comfortable. HSHMC, Inc. believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although HSHMC, Inc. cannot guarantee that in each instance the employee will be satisfied with the result, HSHMC, Inc. will attempt in each instance to explain the result to the employee if the employee is not satisfied.

HSHMC, Inc. will attempt in each instance to keep all such concerns, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

HSHMC, Inc. believes an open-door policy is the best way to ensure effective communication among all employees. Open communication requires mutual respect among individuals regardless of their position and HSHMC, Inc. requires all employees to treat each other with respect.

G Personnel Information

HSHMC, Inc. must always have a current address and telephone number for each employee, as well as information regarding the person to be contacted in case of an emergency. You are responsible for advising the Director of Human Resources and your supervisor of any changes to any of the following:

- Your name (whether by marriage or otherwise).
- Your home address and telephone number.
- Who to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Change of beneficiary on group life insurance.

H. Personnel Files

Personnel files are the property of HSHMC, Inc. and may not be removed from HSHMC, Inc. premises without written authorization from the Director of Human Resources. Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of an Administrator.

You also have the right to inspect and copy certain HSHMC, Inc. payroll records regarding your compensation, and deductions from your compensation, upon reasonable request to HSHMC, Inc. Employees wishing to review or copy payroll records should notify the Director of Human Resources.

I. Job Duties

An employee's job duties are subject to change at HSHMC, Inc. sole discretion. Employees may be required to perform duties additional to or different than those they regularly perform, and are expected to follow the instructions of their supervisor and be flexible to meet the changing business needs of HSHMC, Inc. Ask your supervisor or the Director of Human Resources if you have any questions.

J. Performance Reviews

HSHMC, Inc. may provide a written performance evaluation of its employees for their development and performance. The purpose of the review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review.

Such evaluations neither create, nor are intended to create, a promise or representation of continued employment or compensation level at HSHMC, Inc. Positive performance reviews will not necessarily result in wage increases. Rather, wage adjustments may be made at any time at the sole discretion of HSHMC, Inc. and depend on a number of factors, including performance, length of service, budget availability, and comparable salaries in other organizations.

HSHMC, Inc.'s provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit HSHMC's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by HSHMC, Inc. to evaluate the employee will not prevent HSHMC, Inc. from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and HSHMC, Inc. Accordingly, either the employee or HSHMC, Inc. can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

K. Arbitration Agreement

HSHMC, Inc. requires its employees, as a term and condition of their employment, to sign an arbitration agreement with HSHMC, Inc. The Arbitration Agreement will be presented with your employment contract. Please complete and return the Agreement to the Director of Human Resources.

L. Non-Disclosure/Confidentiality

The protection of confidential, proprietary, and trade secret information is essential both for HSHMC, Inc. and its employees' future security. In the course of your work, you may have access to confidential and proprietary information regarding HSHMC, Inc., its affiliates, clients and perhaps even fellow employees. Confidential information includes, but is not limited to, all parent, guardian, and student information, parent/guardian and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

HSHMC, Inc. devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of HSHMC, Inc. you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by HSHMC, Inc. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of HSHMC, Inc., either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to HSHMC, Inc. during extended leaves of absence or upon termination of employment.

To protect such information, you may not disclose any trade secrets, confidential, or proprietary information at work except as necessary to perform your duties. You may not under any circumstances reveal this information outside HSHMC, Inc. without prior approval by the CEO.

Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained. HSHMC, Inc. prohibits audio or video recordings in the workplace, during working hours, without authorization of HSHMC, Inc. due to privacy and confidentiality concerns and protections.

Although some written and electronic materials owned by HSHMC, Inc. may be considered to be public records, employees must refer any person seeking HSHMC, Inc. records or information to the Director of Human Resources for handling.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

II. RECRUITMENT

A. Criminal Background Check

It is the policy of HSHMC, Inc. to require fingerprinting and background checks for its employees consistent with legal requirements.

Applicants for employment convicted of a criminal violation after they have applied should contact the Director of Human Resources within five days of the conviction. Individuals who have begun employment with HSHMC, Inc. must notify the Director of Human Resources within five days of the conviction. Failure to report a conviction is grounds for discipline up to and including termination of employment or non-selection of an applicant.

B. Certification

HSHMC, Inc.'s teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law. Teachers of non-core subjects may not be required to comply with this policy.

C. Tuberculosis Testing

No person shall be employed by HSHMC, Inc. unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk

factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with HSHMC, Inc. a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. HSHMC, Inc. shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

D. Vaccination Against Infectious Disease

Vaccination from infectious diseases (such as COVID-19) will be required (with limited exceptions) upon hire. In addition, the Board of Directors may require additional "Booster" shots throughout employment at HSHMC.

E. Immigration Compliance

HSHMC, Inc. is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

F. Volunteers

Volunteers make an important contribution to the success of HSHMC, Inc.

The Director of Human Resources and/or the Principal shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

To be considered a volunteer, an individual must offer their services freely and not be employed by HSHMC, Inc. doing the same or similar work. Similar work is defined as work closely related or identical to the work for which the individual is compensated. The Principal is responsible for the approval of volunteer assignments. Reoccurring volunteers must fill out a volunteer packet available from the Director of Human Resources, and may be subject to the live scan background check. Parents/guardians may volunteer for individual supervised events without the aforementioned volunteer packet.

G. Orientation

The Director of Human Resources is responsible for providing each new staff member with the necessary on-the-job orientation. Trainings such as Bloodborne Pathogens, Accommodations/Modifications, Child Abuse/Mandatory Reporting, Anti-Harassment, Suicide Prevention, School Safety, and Disaster Preparedness will be covered once each school year.

H. End of Year Procedure

Instructional and non-instructional staff will complete items on an end-of-year checklist. Examples of such procedures include turning in keys, preparing classrooms for summer cleaning, and finalizing student files. Checklists will be distributed during the fourth quarter of the school year.

III. HOURS and PAY

A. General

HSHMC, Inc. rules and regulations regarding work hours, timekeeping and overtime compensation are summarized below.

B. Employment Categories

Your employment classification determines whether or not you are “exempt” or “non-exempt” from certain federal and state wage and hour laws, as well as the employment benefits for which you are eligible.

You are either exempt or non-exempt, as follows:

Exempt Employee: Exempt Employees are not subject to the overtime pay requirements of the Fair Labor Standards Act or applicable California law.

Non-Exempt Employee: Non-exempt Employees are all employees other than Exempt Employees and are eligible for overtime pay.

In addition, you also belong to one of the following employment categories, which may determine whether or not you are entitled to certain employment benefits:

Full-Time Employee: You are designated as a Full-Time Employee if you are regularly scheduled to work at least thirty-two (32) hours per week for a period of indefinite duration. All full-time employees shall be eligible to receive all HSHMC, Inc. sponsored benefits, which may change from time to time.

Part-Time Employee: You are designated a Part-Time Employee if you are regularly scheduled to work less than thirty-two (32) hours per week for a period of indefinite duration. Part-time employees are generally not eligible for any employer-sponsored benefits, unless they regularly work more than forty (40) hours per week, or where mandated by law.

Temporary Employee: You are designated a Temporary Employee when you are hired to work for a limited period of time. Temporary employees do not become regular employees as a result of the passage of time. Temporary employees are generally not eligible for any employer-sponsored benefits, except where mandated by applicable law.

C. Work Hours

HSHMC, Inc.’s standard seven-day workweek begins at 12:01 a.m. Monday and ends at 12:00 a.m. (midnight) the following Sunday. The standard workday is from 12:01 a.m. to 12:00 a.m. (midnight) the following day. Your supervisor will tell you what hours you will be expected to be at work for your specific work schedule. Depending on the needs of HSHMC, Inc., HSHMC, Inc. may require that you work overtime or hours other than those normally scheduled when necessary.

D. Time Records/Cards

All employees are required to submit time records by the date set by their immediate supervisors in order to ensure that they are paid for all hours worked.

For payroll purposes, all non-exempt employees are required to record time worked on a time card, as well as time off taken for sick and other types of leave. An employee must record his or her own start time and at the end of each work period, including before and after the lunch break. Employees must also record time whenever he or she leaves the premises for any other reason than HSHMC, Inc. business. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity and were expected to take your paid rest breaks. HSHMC, Inc.’s policy requires prompt and accurate correction of any improper payroll deduction or other error in an employee’s paycheck. Should you discover an error on your time record or paycheck, you are expected to immediately report this situation in writing to the Director of Human Resources or to your supervisor so that it may be promptly corrected. Your supervisor or payroll must initial all corrections.

Filling out another employee's time record, allowing another employee to fill out your time record, or altering a time record, is considered a falsification of school documents and is grounds for disciplinary action, up to and including termination. In addition, employees are prohibited from doing any of the following:

- Recording hours worked inaccurately.
- Working "off the clock."
- Failing to record all hours worked.
- Falsification of any time record.
- Leaving school during the day without signing out and in.

Violations of this policy may result in disciplinary action, up to and including termination.

E. Meal and Rest Periods

State law and HSHMC, Inc. policy provide for meal and rest periods. HSHMC, Inc. encourages you take every meal and rest period to which you are entitled. By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity to take your paid rest breaks. Should you discover an error on your time record, or if you were not scheduled for or prevented from taking any meal period or rest break to which you were entitled, you are expected to immediately report this situation in writing to payroll or to your supervisor so that it may be promptly addressed.

Meal Periods

HSHMC, Inc. provides a one-half (½) hour meal break for its non-exempt employees who work five (5) or more hours in a day.

Non-exempt employees who work this amount of time are permitted to take at least a one-half (½) hour lunch break, unless the work period is no more than six (6) hours and the meal period is waived in writing by mutual agreement.

Non-exempt employees working in excess of ten (10) hours in a day will be permitted to take a second one-half (½) hour unpaid meal period, unless waived in writing by mutual agreement. Non-exempt employees working in excess of 12 hours are not permitted to waive the second meal period.

You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must take your meal period prior to 1:30 p.m. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday.

Rest Periods

In addition, non-exempt employees are provided a ten (10) minute rest break for more than every four (4) hours worked or major fraction thereof. For example, if a non-exempt employee works for six (6) hours, the employee is authorized and permitted to take two (2) separate ten (10) minute rest periods in addition to their meal period. HSHMC, Inc. will generally not authorize a rest period for an employee whose daily work time is less than two hours.

Insofar as practicable, rest periods should be taken in the middle of each work period. Rest periods may not be accumulated, added to lunch breaks, or used to leave work early. Employees are relieved of all duty during their rest periods.

Rest periods are counted as hours worked and, thus, employees are not required to record their rest periods on their time cards.

F. Lactation Breaks

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

HSHMC, Inc. will also make a reasonable effort to provide the employee with the use of a room, or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor or to the Director of Human Resources if they are requesting additional time to express breast milk under this policy.

G. Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be asked to work overtime. Employees will be required to work overtime when requested. When possible, advance notification of these assignments will be provided.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. All non-exempt employees who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed at a rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime will be paid to non-exempt employees at a rate of double the employee's regular rate of pay for all hours worked in excess of 12 hours in one workday. HSHMC, Inc. does not permit employees to take time off in lieu of receiving overtime pay.

You must receive prior written authorization from your direct supervisor before working overtime. Overtime worked without prior authorization may result in disciplinary action, up to and including possible termination of employment.

H. Payroll

HSHMC, Inc. offers convenient electronic transfer and employees are strongly encouraged to use this option. If an employee elects the electronic transfer option, it will remain in effect until you notify HSHMC, Inc. in writing to terminate your authorization or replace it with a substitute authorization and HSHMC, Inc. and the designated bank(s) have sufficient time to act on it. Otherwise, checks and itemized wage statements will be mailed to the employee's current address on record, or picked up upon employee's request. It is the responsibility of the employee to inform their supervisor or the Director of Human Resources of any change to their address.

If your paycheck or itemized wage statement has an error, contact your supervisor or the Director of Human Resources immediately to discuss and correct it. It is your responsibility to report any inaccuracy on your paycheck or wage statement. HSHMC, Inc. will endeavor to correct all errors as soon as reasonably possible.

Lost checks should be reported to the Director of Human Resources immediately.

I. Expense Reimbursement

Expenses incurred in connection with HSHMC, Inc. business will be reimbursed as set forth herein. Claims for reimbursement must be submitted on the Expense Reimbursement form, which is available from your supervisor. Expenses must be claimed within 90 days of the occurrence or they will not be reimbursed. When the expense involves travel, specific requirements include: airfare exceeding \$500 must be approved in advance, hotels exceeding \$200 per night must be approved in advance, and reservations must be made at least 21 days in advance of travel or an exception must be approved.

Expense reports must (1) be prepared monthly, (2) contain the reimbursable expenses incurred during the prior 30-day period along with supporting documentation (e.g. receipts for meals, mileage reports, etc.), (3) be signed by the employee, (4) be submitted to your supervisor on the first day of the month, and (5) be approved by your supervisor.

Compensation for travel to professional development outside of contracted hours will be provided as a set stipend. For conferences or other professional development activities that occur on the weekend, staff will be compensated a flat rate of \$300 per day while participating in the event (this excludes travel days). If travel needs to occur on a non-contracted day, staff will receive a travel stipend of \$100. All trainings and conferences need to be pre-approved and documented in Frontline at the time of approval.

There are times where staff will be traveling with students for overnight events outside of their normal school duties. For these situations, staff will receive an additional stipend as follows:

- 0-5 students per staff= additional \$100 per day
- 6-25 students per staff= additional \$150 per day

All administrators and managers are exempt from the above stipends as travel is built into annual contracts.

J. Tuition Reimbursement

Policy: To provide employees with professional development opportunities to increase the effectiveness of their present positions and to obtain skills, knowledge and abilities this may improve their opportunities for advancement within HSHMC.

Purpose: Professional development and continuous learning are necessary to maintain the quality of the HSHMC staff and their ability to contribute effectively to the mission and goals of HSHMC, Inc..

Scope: All employees with regular full-time status are covered by the scope of this policy and its guidelines.

Background: The continued learning and development of an employee is vital to the success of HSHMC, Inc.. Providing professional development opportunities to the HSHMC employees is an investment in our employees’ career and HSHMC, Inc.’s future.

Eligibility: Eligibility will be determined by the members of the Administrative team at HSHMC and must meet the below criterion:

- a) Eligible professional development can be obtained through baccalaureate and graduate level courses that must be taken for academic credit through accredited colleges and universities. Courses leading to certification must be taken a school or through an organization that is authorized by the certifying authority to provide such educational programs.
- b) Sample eligible programs: The following table categorizes the five types of programs covered under the Tuition Reimbursement policy and includes sample recommended job-related certifications and programs.

Levels	Programs and Certifications	Approved cost
Level 1	<ul style="list-style-type: none"> <input type="checkbox"/> Athletic Coach Certification <input type="checkbox"/> Sport License/Certification 	All Employee Documents and expenses (eg. Course costs, certification tests)
Level 2	<ul style="list-style-type: none"> <input type="checkbox"/> State approved teacher credentialing programs <input type="checkbox"/> State approved subject matter preparation programs <input type="checkbox"/> BTSA Induction Program <input type="checkbox"/> CTE Credential program <input type="checkbox"/> CLAD Certification <input type="checkbox"/> National Board Certification <input type="checkbox"/> Undergrad/Grad academic courses not leading to a degree program <input type="checkbox"/> Testing/programs to support a credential in a new subject <input type="checkbox"/> Other programs as determined 	Included, but not limited to: Tuition, books, and additional professional development required within program. Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments
Level 3	<ul style="list-style-type: none"> <input type="checkbox"/> Administrative Services Credential <input type="checkbox"/> College counseling certification/license <input type="checkbox"/> Behavioral intervention specialist certification <input type="checkbox"/> Project manager certification <input type="checkbox"/> IT certification <input type="checkbox"/> Other programs as determined 	Included, but not limited to: Tuition, books, and additional professional development required within program. Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments
Level 4	<ul style="list-style-type: none"> <input type="checkbox"/> Job related Master’s Degree 	Included, but not limited to: Tuition, books, and additional professional development required within program. Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments

Level 5	<input type="checkbox"/> Job related Doctoral Degree	Included, but not limited to: Tuition, books, and additional professional development required within program. Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments
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Undergraduate and graduate level academic courses taken as a part of a career development program in Level 1 and 2 should provide an employee with skills, knowledge and development plans. For undergraduate, graduate, university extension, university continuing education, and audited courses, tuition, and eligible fees may be approved for full amount of reimbursement per fiscal year.

Programs leading to professional certification, eg., certifications in Level-2 and -3, must be in a specific job-related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position. For participation in such programs, employees may be approved for reimbursement of tuition and eligible fees up to the maximum established upon approval.

Job-related graduate level academic programs in Level 4 and 5, up to and including those leading to a doctoral degree, must provide an employee with skills, knowledge, and competencies that are specifically applicable to their current/future position classification and enhance their performance in that job. For participation in such graduate level courses at an accredited university, tuition and eligible fees may be approved for reimbursement up to a maximum established upon approval for a Master’s Program and Doctoral Program, per year.

Tuition Reimbursement

For courses that are taken for credit as part of a degree program, tuition and eligible fees are reimbursed only for academic year(s) upon approved under application. For courses leading to professional certifications, course registration costs will be reimbursed only after that participating employee submits evidence of enrollment, unofficial transcript, and receipt from HSHMC, Inc.

Employees are not eligible for reimbursement for exam fees and credentialing applications.

Requesting Funds

Applications from employees who wish to utilize tuition reimbursement funds will be accepted during current and following academic calendar year. To apply for tuition reimbursement, an employee should complete the following documents and submit to the Director of Human Resources;

- 1) Reimbursement of Tuition Application
- 2) Copy of receipt/expenditure for tuition
- 3) Copy of verification of enrollment

Failure to provide documentation can result in discontinuation of future tuition and/or disapproval of reimbursement.

J. School Bus Drivers

Each driver must meet and maintain requirements set forth by the State of California and HSHMC, Inc. These requirements include, but are not limited to: passing pre-employment drug testing and random drug and alcohol testing thereafter, fingerprint clearance by DOJ and CHP, school bus certificate issued by DMV, and a class A or B license with a Passenger Endorsement issued by DMV.

K. CIF Athletics Coaching Stipend

Each CIF athletic team will receive a coaching stipend. The Athletic Director will divide the stipend among the coach or coaches as deemed appropriate. Please see coaching contract for more information.

IV. **BENEFITS AND SERVICES**

A. **Holiday Schedule**

HSHMC, Inc. observes thirteen holidays which are unpaid and not part of the employee contract. (See school calendar for holidays)

B. **Sick Time**

HSHMC, Inc. enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance to provide paid sick leave (“PSL”) to eligible employees.

Eligible Employees

All employees (including part-time and temporary) who work for HSHMC, Inc. more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

Permitted Use

Eligible employees may use their accrued PSL to take time off for the following reasons:

- for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member;
- when the employee is physically or mentally unable to perform his or her duties due to the employee’s illness, injury, or a medical condition;
- for other medical reasons of the employee, such as pregnancy or obtaining a physical examination;
- to provide care or assistance to a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical treatment;
- for the use of “safe time” (as defined by applicable law) and for reasons related to domestic violence, stalking, or sexual assault;
- when the employee’s worksite is closed by order of a public official due to a public health emergency; and
- when the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as a child or parent of the employee’s spouse. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Accrual Rate, Maximum, and Carryover

- Full time employees** accrue 8 hours of PSL for every 160 hours worked
- Part time employees** accrue 1 hour of PSL for every 30 hours worked.

PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

Limits on Use

Each school year, employees may only use a maximum of 40 hours of their previously accrued PSL, in addition to their PSL for the current year.

PSL may be taken in minimum increments of one hour. If an employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

HSHMC, Inc. prohibits discrimination or retaliation against employees for using their PSL.

C. Health Care Coverage

HSHMC, Inc. offers a competitive benefits package to all eligible employees. Benefit package includes: health, dental, vision, employee assistant program, life insurance, long term disability, and retirement plan (optional).

HSHMC, Inc.'s Employee Assistance Program (EAP) provides evaluation and crisis intervention for employees, their eligible dependents, and anyone who resides in the employee's household. Confidential services provided by licensed professional counselors include brief counseling for issues such as substance abuse, relationship issues, budgeting and financing problems, stress management, parenting concerns, legal issues, will preparation, and web access to legal information and documents.

All full-time employees are eligible to receive the benefit package. The benefit package is effective the first day of the month following the employment start date.

Employees are covered at 100% of the premium costs. Eligible spouses, domestic partners, and dependents of the employee are covered at 75% of the premium costs.

The relevant plan documents ultimately govern all aspects of the employee's eligibility for and participation in the plan.

D. COBRA Continuation

If your employment terminates, or for some other reason you or your dependent becomes ineligible for paid coverage, you may be eligible to continue group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). If eligible, you can extend coverage for a specified amount of time by paying the premiums yourself, if no other health insurance is available to you. Contact the Director of Human Resources regarding eligibility requirements and further information concerning COBRA continuation coverage.

HSHMC, Inc. will provide you and your qualified beneficiaries with notice of your rights under COBRA upon a COBRA qualifying event and as otherwise required by law.

E. California State Disability Insurance

Under the California Unemployment Insurance Code, State Disability Insurance ("SDI") benefits are payable when you are disabled from work because of non-occupational illness or injury. If you are eligible for SDI, you must complete a claim form, which you can get from your doctor's office. You pay for this insurance through payroll deductions. This program is administered by the State of California's Employment Development Department ("EDD").

F. Family Temporary Disability Insurance Act (California Employees)

Under California law, eligible employees may participate in the Paid Family Leave (“PFL”) program, which is part of the state’s unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child. The PFL program does not provide job protection or reinstatement rights.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the EDD.

G. Workers’ Compensation Insurance / Injury Reporting Procedure

If you are injured on the job or become ill as a result of work, you may be eligible to receive Workers’ Compensation insurance benefits. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries.

The cost of this insurance is paid completely by HSHMC, Inc.

All employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor as soon as practically possible but not longer than eight (8) hours after the occurrence of the injury or illness. The supervisor will supply, and the employee shall help the supervisor complete, OSHA Form 301, “Injury and Illness Incident Report.” In addition, the supervisor will supply and the employee shall complete the employee portion of “Employee’s Claim for Workers’ Compensation Benefits.”

If you have any questions regarding the workers’ compensation insurance program, contact the Director of Human Resources.

H. Unemployment Compensation (California Employees)

As an employee in the state of California, you are covered by the Unemployment Compensation Insurance Program. The EDD decides your eligibility. If you have questions about unemployment insurance, you should call the nearest EDD office.

I. Social Security and CalSTRS

Under federal law, employees who don’t pay into CalSTRS are covered by Social Security. HSHMC, Inc. deducts your share of the Social Security tax (FICA) from your paycheck. HSHMC, Inc. also contributes on your behalf an amount determined by law. Both your contribution and HSHMC, Inc. contribution are paid to the federal government.

You should contact the Social Security Administration [www.SSA.gov] to obtain details regarding your benefits and credits under the program.

Employees who contribute to CalSTRS are exempt from paying FICA. CalSTRS reporting will be made through the district according to established guidelines from the State Teachers Retirement System. The employee will make regular contributions and the employer will make matching contributions at the established rate set by CALSTRS. You should visit www.calstrs.com for further information in regards to your CalSTRS contributions.

V. LEAVE OF ABSENCE POLICIES

A. Discretionary Personal Leaves of Absence

HSHMC, Inc., in its sole discretion, may allow an employee to take a personal leave of absence for up to a maximum of ten (10) days per year. The decision to allow for any additional days of leave is at the sole discretion of HSHMC, Inc. Employees granted a personal leave of absence have no right to guaranteed reinstatement.

Every employee should consult with the Director of Human Resources before taking a personal leave of absence to ensure he/she is aware of his/her obligations while on leave, including, but not limited to, periodic reporting, wage discrepancies, and verification obligations. Failure to comply may substantially affect an employee's ability to return to work under this policy.

Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence. Unless otherwise required by law, HSHMC, Inc. does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

An employee's failure to report to work as scheduled following a personal leave of absence will generally be considered a voluntary termination of employment.

B. Pregnancy Disability Leave

HSHMC, Inc. provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical condition.

Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the Director of Human Resources to discuss the following conditions:

Employees who need to take pregnancy disability must inform HSHMC, Inc. when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the Director of Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of HSHMC, Inc. Any such scheduling is subject to the approval of your health care provider. If 30 days' advance notice is not possible, notice must be given as soon as practicable.

HSHMC, Inc. will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, HSHMC, Inc. may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

If the employee's healthcare provider certifies a transfer to lighter duty, HSHMC, Inc. will attempt to provide light duty if possible.

Procedure for Requesting Pregnancy Disability Leave

Pregnancy disability leave usually begins when ordered by the employee's physician. The employee must provide HSHMC, Inc. with a certification from a health care provider. The certification indicating disability should contain:

- (1) The date on which the employee became disabled due to pregnancy;
- (2) The probable duration of the period or periods of disability; and

- (3) (if applicable) a statement that, due to the disability, the employee is unable to perform one or more of the essential work functions without undue risk to self, the successful completion of the pregnancy, or to other persons.

Effect on Pay

An employee will be allowed to use accrued PSL (if otherwise eligible to take the time) during a pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and HSHMC, Inc. may mutually agree to supplement such benefit payments with available sick leave. Except to the extent that PSL is substituted for pregnancy disability leave, the pregnancy disability leave will be unpaid.

The use of PSL for pregnancy disability leave does not extend the total duration of the leave to which the employee is entitled.

Leave's Effect on Benefits

During an employee's pregnancy disability leave, for up to a maximum of four (4) months, HSHMC, Inc. will continue to pay for the employee's participation in HSHMC, Inc. group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Benefit accrual, such as sick leave, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment.

Duration

Duration of the leave will be determined by the advice of the employee's physician, but eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Part-time employees are entitled to leave on a pro rata basis. The three (3) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) week.

Reinstatement after Pregnancy Disability Leave

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide HSHMC, Inc. with at least one week's advance notice of the date she intends to return to work.

C. Leave and Accommodation for Victims of Domestic Violence, Sexual Assault, and Stalking

All employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance

notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Employees have the right to ask HSHMC, Inc. for help or changes in their workplace to make sure they are safe at work. HSHMC, Inc. will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. HSHMC, Inc. may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. HSHMC, Inc. will maintain confidentiality regarding any requests for accommodations under this policy.

HSHMC, Inc. is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked HSHMC, Inc. for help or changes in the workplace to ensure safety at work.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 619-220-5451 or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

D. Leave for Crime Victims and Their Families

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued PSL, but this is not required.

E. Organ / Bone Marrow Donation Leave

Employees who choose to donate an organ or bone marrow may be eligible for paid leave. The employee shall provide written verification to HSHMC, Inc. that he or she is planning to be an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Duration

A maximum of 30 business days for organ donation and up to five business days for bone marrow donation is allowed during any one (1)-year period. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Effect on Pay and Benefits

Employees who have PSL available to them must take up to five (5) days of this earned but unused time for a bone marrow donation leave and up to two (2) weeks of this earned but unused time for an organ donation leave. Any leave time taken by an employee for a bone marrow or organ donation does not run concurrently with any other medical leaves taken.

To the extent that the employee is eligible for group health coverage, this coverage will be maintained during this leave. To the extent that the employee is eligible for other benefits, the employee will continue to accrue those benefits during the leave period, including for example seniority and personal days.

Reinstatement After Organ / Bone Marrow Donation Leave

Under most circumstances, an employee will be reinstated to his or her same position held at the time the leave began, unless legitimate business reasons prevent reinstatement, or, preservation of the employee's job would compromise business safety or efficiency. In such case, a comparable vacant position will be offered. An employee returning from this leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees who have any questions regarding this policy should bring them to the immediate attention of the Director of Human Resources.

F. Family and Medical Leave Act/California Family Rights Act

The Family and Medical Leave Act and California Family Rights Act ("FMLA / CFRA") provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA/CFRA leave, you must:

- Have worked at least 12 months for HSHMC, Inc. in the preceding seven years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for HSHMC, Inc. over the 12 months preceding the date your leave would commence; and
- Currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA / CFRA leave may be taken for the following reasons:

- Birth of a child, or to care or bond with a newly born child;
- Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care or to care or bond with the child;
- To care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition;
- Because of the employee's serious health condition that makes the employee unable to perform the employee's job;
- To care for a Covered Service member with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Armed Forces (e.g., National Guard or Reserves) in support of a contingency operation (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the pregnancy Leave of Absence Policy for further information on this type of leave.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “Covered Service member” is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

HSHMC, Inc. Measures the 12-month period in which leave is taken by the “rolling” 12- month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a covered service member, HSHMC, Inc. calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care, and must generally be taken in at least two- week increments.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or HSHMC, Inc. may require you) to use accrued PSL concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with HSHMC, Inc. normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, HSHMC, Inc. will maintain coverage during your FMLA/CFRA (not to exceed 12 weeks) leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, HSHMC, Inc. may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA/CFRA leave, you must provide:

- 30 days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with HSHMC, Inc. normal call-in procedures, absent unusual circumstances;
- medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of HSHMC, Inc.'s request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required at the expense of HSHMC, Inc.;
- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. HSHMC, Inc. will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Upon returning from FMLA/CFRA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. HSHMC, Inc. will provide written notice to any "key" employee who is not eligible for reinstatement.

Failure to Return After FMLA/CFRA Leave

Any employee who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12- week FMLA/CFRA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to HSHMC, Inc. standard leave of absence and attendance policies. This may result in termination if you have no other HSHMC, Inc.-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, HSHMC, Inc.'s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered service member," which means: (1) a current member of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render him or her medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for *former* members of the Armed Forces or the National Guard or Reserves, or for service members on the *permanent* disability retired list.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered service member. "Next of kin" means the nearest blood relative of the service member, other than the service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives

who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered service member in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered service member and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered service member when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered service member and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent).

Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

Although Qualifying Exigency Leave is available to an eligible employee whose close family member is called up from status as a *retired* member of the Regular Armed Forces, it is not available for a close family member on active duty or on call to active as a *member* of the Regular Armed Forces. Also, a call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.

- **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that HSHMC, INC. and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

G. Jury or Witness Duty

Employees of HSHMC, Inc. are granted a maximum of five paid days per year to respond to a mandated jury duty summons. Employees must report for work whenever the court schedule permits. Either HSHMC, Inc. or the employee may request an excuse from jury/witness duty if, in HSHMC, Inc.'s judgment, the employee's absence would create serious operational difficulties. A copy of the jury duty summons and signed jury duty time report must be submitted with the monthly HSHMC, Inc. payroll time sheet.

In the event that the employee must serve as a witness within the course and scope of his or her employment with HSHMC, Inc., HSHMC, Inc. will provide time off with pay.

H. Leave for Educational or Daycare Program

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child day care facilities attended by their children to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency.

Employees wishing to take time off under this Section must provide their supervisor with reasonable notice of the planned absence. If both parents of a child are employed by HSHMC, Inc., the request for time off under

this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

HSHMC, Inc. reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee who participated in school or daycare activities on the specified date and at that particular time. Failure to provide written verification is grounds for disciplinary action.

I. Suspended Pupil Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Suspended pupil/child leave will be unpaid.

J. Military Leave

HSHMC, Inc. provides unpaid military leave of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard or Reserve duty and for examinations to determine fitness for any such duty. You should notify your supervisor and to the Director of Human Resources as far in advance as possible, and present a copy of your official call to duty orders.

K. Family Spouse Leave

To the extent required by law, HSHMC, Inc. will provide an unpaid leave of absence of up to ten (10) days for eligible employees whose spouse is on leave from deployment as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marines, and Coast Guard), the National Guard, or Reserves. You should notify your supervisor and the Director of Human Resources as far in advance as possible of such leave and present documentation certifying the leave. Please see to the Director of Human Resources if you have any questions regarding your eligibility for this leave.

L. Time off for Voting

If you do not have sufficient time outside of working hours to vote in a statewide election, you may take off up to two (2) hours of working time to vote without loss of pay. Such time must be at the beginning or end of your regular working shift, which allows the most free time for voting and the least time off from working, unless otherwise mutually agreed to between the employee and their supervisor. You must notify your supervisor at least two (2) working days in advance to arrange time off for voting.

M. Bereavement Leave

Employees may be granted a leave of absence for three paid days because of the death of a member of the immediate family. Five paid days may be granted if out of state travel is involved. Immediate family refers to the employee's spouse/partner, children of employee or spouse/partner, parents of employee or spouse/partner, and siblings of employee or spouse/partner. Employee must notify the Director of Human Resources in writing if bereavement time is used.

N. Adult Literacy Leave

Pursuant to California law, HSHMC, Inc. will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on HSHMC, Inc. HSHMC, Inc. does not provide paid time off for participation in an adult literacy education.

O. Alcohol and Drug Rehabilitation Leave

Pursuant to California law, HSHMC, Inc. will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation

does not impose an undue hardship on HSHMC, Inc. HSHMC, Inc. does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued PSL if you want compensation for this time off. If you do not have accrued PSL available, you will be permitted to take the time off without pay.

This policy in no way restricts HSHMC, Inc.'s right to discipline an employee, up to and including termination of employment, for violation of HSHMC, Inc.'s Drug and Alcohol Abuse Policy.

P. Civil Air Patrol Leave

Pursuant to California law, HSHMC, Inc. will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give HSHMC, Inc. as much notice as possible of the intended dates upon which the leave would begin and end. HSHMC, Inc. will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid.

VI. STANDARDS OF CONDUCT

A. Prohibited Conduct

The work rules and standards of conduct for HSHMC, Inc. are important, and HSHMC Inc. regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing your own jobs and conducting HSHMC, Inc. business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs (See Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of school-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Policy Against Harassment);
- Excessive absenteeism or any absence without notice (See Attendance/Punctuality);
- Unauthorized use of telephones, or other school-owned equipment (See Telephone Use);
- Using school equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

B. Employee/Student Relations Policy

Boundaries Defined

For the purposes of this policy, the term “Boundaries” is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

Unacceptable and Acceptable Behavior

Some activities may seem innocent from an employee’s perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as, misconduct.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of an intimate nature
- Consuming alcohol while supervising students
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from HSHMC, Inc.
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Sharing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from HSHMC, Inc. or school activities without parental/guardian permission
- Being alone in a room with a student at the school with the door locked or blocked
- Allowing students in your home without signed parental/guardian permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Communicating with students or parents/guardians in violation of the Social Media Policy
- Engaging in inappropriate and/or unprofessional communications (including instant messages, social media messages, or letters) with students on HSHMC, Inc. social media
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee’s employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents’ written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (HSHMC, Inc. and parental) to take students off property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to mentoring, school activities or classes, and communication should be initiated via HSHMC, Inc.-based technology and equipment
- Keeping the door open or unlocked when alone with a student

- Stopping and correcting students if they cross your own personal boundaries
- Recognizing parents/guardians as active participants in their child's education
- Keeping after-class discussions with a student professional and habitative
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing administrators about situations that have the potential to become more severe
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of HSHMC, Inc.

Reporting Violations

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to an administrator. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to the Director of Human Resources and the CEO. Reporting such incidents to the Director of Human Resources and the CEO does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact the Director of Human Resources.

Investigating

The CEO and/or Director of Human Resources will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the CEO or designee shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the CEO or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

C. Attendance/Punctuality

Individual work efforts are very important for HSHMC, Inc. overall success. HSHMC, Inc. depends on employees to report to work regularly and at the agreed time. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively and properly.

If you are unable to timely report for work for any reason, you must notify your supervisor before regular starting time and document time missed in Frontline. You are responsible for speaking directly with your supervisor about your absence and recording missed time in Frontline. It is not acceptable to leave a message on your supervisor's voice mail, except in extreme emergencies. This will allow HSHMC, Inc. to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation prior to leaving the office.

Should undue tardiness or excessive unexcused absences become apparent, disciplinary action may occur, up to and including termination.

If you do not report for work and HSHMC, Inc. is not notified of your status, it will generally be assumed after three (3) consecutive days of absence that you have resigned, and you will be removed from the payroll unless otherwise prohibited by law.

D. Personal Appearance and Professional Behavior

HSHMC, Inc. considers the presentation of HSHMC, Inc. image to its students, their families, clients, vendors and the public at large to be extremely important.

Since HSHMC, Inc. provides a service, and excellent customer service can only be provided through employees, HSHMC, Inc. seeks not only good performance and conduct from its employees, but also expects them to observe high standards in personal presentation.

Employees whose jobs require them to come into contact with clients, vendors or the public are expected to wear apparel that HSHMC, Inc. considers appropriate for such encounters.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace, including school related events and functions. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee, and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

E. Telephone Use

HSHMC, Inc. telephones are intended for the use in conducting HSHMC, Inc. business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours. Excessive use of cell phones for personal calls while on the clock is also prohibited.

If an employee is found to be deviating from this policy, he or she will be subject to disciplinary action, up to and including termination.

F. Systems Use Policy

HSHMC, Inc. has established this Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner. We have devised this policy in a manner that addresses HSHMC, Inc. legal responsibilities and concerns regarding the fair and proper use of all electronic communications devices within the organization.

Scope of Policy

This policy extends to all features of HSHMC, Inc. electronic communications devices and systems, including computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voice mail, text messages, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of HSHMC, Inc. is subject to this policy and is expected to read, understand, and comply fully with its provisions.

Rules

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

- a) HSHMC, Inc. policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.
- b) HSHMC, Inc. anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates HSHMC, Inc. anti-discrimination policies or commitment to equal employment opportunity.
- c) Employees may not use any electronic communications device for a purpose that is found to constitute, in HSHMC, Inc.'s sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of HSHMC, Inc.
- d) Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- e) Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities or organizations to proprietary, confidential or trade secret information.
- f) Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interests of HSHMC, Inc. or for any purpose that creates an actual, potential or apparent conflict of interest with HSHMC, Inc.
- g) Do not post confidential information (as defined in the Employee Handbook) about HSHMC, Inc., its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained
- h) HSHMC, Inc. policies against improper solicitations and distribution extend to the communications systems. Employees may not use any electronic communications device in a manner that violates HSHMC, Inc. no solicitation rule.

Access

HSHMC, Inc. must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote HSHMC, Inc. interests, all such computers and electronic devices, whether used entirely or partially on HSHMC, Inc. premises or with the aid of HSHMC, Inc. equipment or resources, remain fully accessible to HSHMC, Inc. and, to the maximum extent permitted by law, will remain the sole and exclusive property of HSHMC, Inc.

Employer Access to Technology Resources

All messages sent and received, including personal messages, and all data and information stored on HSHMC, Inc. electronic-mail system, voicemail system, or computer systems are HSHMC, Inc. property regardless of the content. As such, HSHMC, Inc. reserves the right to access all of its Technology Resources Including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

No Reasonable Expectation of Privacy

On occasion, HSHMC, Inc. may need to access its Technology Resources. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on HSHMC, Inc. Technology Resources, including personal information or messages, and email messages created on employee's personal email accounts or postings on social networking sites (e.g., Yahoo, Facebook). HSHMC, Inc. may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. HSHMC, Inc. may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Passwords

Certain HSHMC, Inc., Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of HSHMC, Inc. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access co-workers' systems without express authorization. Employees must provide their current and updated passwords to the Technology Manager.

G. Computer Use Policy

Purpose

Computers provide important functionality for specific purposes, allowing employees to have a computing resource at hand for completing job-related tasks. Along with the privilege of using an HSHMC owned computer comes additional responsibility to safeguard them from potential theft or damage. If a computer is stolen or lost there are additional security implications for any data that might have been stored on that computer. This policy addresses actions that must be taken in order to minimize the risk of theft of or damage to an HSHMC-owned computer and the associated costs.

All HSHMC-owned computers are governed by this policy including systems made available as primary workstations, assigned within a department, or purchased through grant dollars for specific projects. The purpose of this policy is to govern the use and liability of HSHMC-owned computer equipment. This policy should be read and thoroughly understood to prior to acquiring, and continuing the use an HSHMC-owned computer.

Scope

This policy is applicable to all HSHMC employees who are using computers assigned to them by HSHMC. HSHMC-owned computers may be used for the following work-related purposes, including but not limited to:

- Using the computer as the primary workstation computer on campus.
- Using the computer on an HSHMC trip, such as to a conference, workshop, etc.
- Using the computer to make a presentation on or off campus.
- Using the computer for any other work related task.

In addition, the policies in the *Data Security* section apply to both HSHMC-owned computers and privately owned computers that connect to HSHMC, Inc.'s systems.

Policy Liability

- All employees are personally responsible for the security and safety of their assigned computer.
- An employee may be responsible for partial or full cost if the computer is damaged or made inoperable by intentional or grossly negligent conduct at the discretion of administration.
- Failure to follow this policy and these procedures may result in disciplinary action at the discretion of administration.
- Failure to return the computer or pay for damages may result in legal action.

Physical Protection and Reasonable Care

- Each employee is responsible for the security of their assigned computer, regardless of whether the computer is used in the office, at one's place of residence, or in any other location such as a hotel, conference room, car or airport. Employees are expected to provide reasonable care and effort to protect the computer.
- Employees assigned an HSHMC-owned computer are encouraged to acquire their own protective carrying case to further protect the computer from physical, and wear and tear damage.
- The equipment may not be transported as checked luggage on public transportation such as airplanes, trains, and buses. The user will keep the equipment in their possession at all times while traveling.
- Computers should be labeled accordingly so in the event of a loss the equipment might be returned. All computers must have an HSHMC-provided identifying label.
- Special care should be taken with the security of the computer. Equipment must not be left unattended in public areas. A user account should require a password to resume usage from sleep, or screensaver mode, as well as after reboot.
- Employees should not store computers in a car or car trunk, as severe temperatures may damage it, and the computer may be stolen if the car is broken into.
- Employees should be aware of their computer's surrounding area and be cautious of containers of liquid or other elements that may damage the computer if spilled.

Data Security

- Employees should not download, store, or record data that includes any personally identifiable information such as: student/faculty/staff/alumni/vendor Name, Address, SSN, account number, credit card number, or other identifying information unless the employee's role requires the possession and manipulation of such data. Should the computer be lost or stolen, this could be used for Identity Theft. The user is responsible for the security of all school data stored on, or carried with, the computer.
- The IT department will install virus protection on employee computers. The user is responsible to make sure that virus protection updates and virus scans are performed regularly.
- Do not alter any system software or hardware configuration unless instructed to do so by the IT department. This includes software and major OS updates.
- Additional application software should not be loaded onto the computer unless approved by the IT department, this includes torrent and other P2P clients.
- Employees should safeguard the device and data by ensuring the computer is "locked" or the user is logged off when not in use.
- IT department will assign backup drives for certificated staff, and coordinate backup alternatives for classified staff, and employees using their personal computers for work.

Inventory Tracking and Disposal

- Upon resignation or termination, the computer and all peripherals need to be returned either to an administrator or the IT department on or before the last day of work.
- Employees who are taking administrative or personal leave must have prior approval from administration and their immediate supervisor before taking a computer while on leave.
- When a computer reaches the end of its useful life, it should be returned to the IT department. They will ensure that the hard drive is wiped clean before the unit is recycled or disposed of.

Reporting Damage

- Employees must report physical damage to their assigned computers to the IT department.

- Employees should report to the IT department any suspicions of malicious activity on their assigned computer. This includes malware, spyware, or unwarranted browser add-ons that present odd behavior.

Reporting Loss

- In the case of an on-duty theft the employee should notify school administration immediately.
- In the case of an off-duty theft the employee should immediately notify the appropriate law enforcement authority, and school administration. The employee should provide administration with a copy of the report filed with law enforcement.

H. Social Media and Networking Policy

The following is HSHMC, Inc.'s social media and networking policy. The absence of, or lack of explicit reference to a specific social medium or site does not limit the extent of the application of this policy. This policy applies to situations when you: (1) make a post to a social media platform that is related to HSHMC, Inc.; (2) engage in social media activities during working hours; (3) use HSHMC, Inc. equipment or resources while engaging in social media activities; (4) use your HSHMC, Inc. e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with HSHMC, Inc.; (6) interact with HSHMC, Inc. students or parents/guardians of HSHMC, Inc. students (regarding school-related business) on the Internet and on social media sites; or (7) create or use a HSHMC, Inc.-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram and Snapchat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, HSHMC, Inc.'s other policies, rules, and standards of conduct. For example, HSHMC, Inc.'s policies on confidentiality, use of HSHMC, Inc. equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all HSHMC, Inc. policies whenever your social media activities may involve or implicate HSHMC, Inc. in any way, including, but not limited to, the policies contained in this Handbook. Where no policy or guidelines exist, employees should use their professional judgment and take the most prudent action possible. Consult with the Director of Human Resources if you are uncertain.

- 1) Express only your personal opinions. Never represent yourself as a spokesperson for HSHMC, Inc. unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with HSHMC, Inc., make it clear that the views expressed by you in the blog are yours alone and do not represent the views of HSHMC, Inc.

Here is an example of a disclosure statement to include in your personal blog:

"The posts on this site, including, but not limited to, images, links and comments left by readers, are not those of HSHMC, Inc., and do not necessarily represent HSHMC, Inc. positions, strategies or opinions."

- 2) Information published on your blog or communicated through text, emails or tweets must comply with HSHMC, Inc. policies prohibiting disclosure of confidentiality and proprietary information. This also applies to comments you post on other blogs, forums and social networking sites.
- 3) Social media activities should not interfere with work commitments. (See Systems Use Policy).
- 4) Your online presence reflects on HSHMC, Inc. Be aware that your actions captured via images, posts, or comments may be attributed to HSHMC, Inc.
- 5) Do not identify, reference or cite HSHMC, Inc., its employees, or its clients without the express consent of HSHMC, Inc.
- 6) Respect copyright laws, and reference or cite sources appropriately. Plagiarism applies online as well.

An employee's violation of this policy may result in discipline, up to, and including termination of employment.

I. Conflict of Interest

No employee of HSHMC, Inc. shall maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interest of HSHMC, Inc., or which interferes with his or her ability to fully perform job responsibilities. Violation of this policy will result in immediate disciplinary action, up to and including termination.

If you have a close financial or business relationship with a competitor, client or vendor, you must disclose this fact in writing to the Director of Human Resources. What constitutes a conflict is at the sole discretion of HSHMC, Inc.

J. Outside Employment

All employment involving direct services to students outside of HSHMC must be pre-approved by the Director of Human Resources. Outside employment is any activity for pay performed in addition to the official responsibilities of a full-time employee at HSHMC.

HSHMC, Inc. staff are encouraged to engage in consulting arrangements that provide an opportunity to highlight successes at HSHMC, Inc. This benefits both HSHMC, Inc. and the staff member. Consistent with the attendance policy, absences must be requested and approved in advance. If approved, time off to perform consulting services is unpaid or assigned as part of an HSHMC contracted service.

K. Discipline

Inappropriate conduct, such as violation of HSHMC, Inc.'s policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, HSHMC, Inc. may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and HSHMC, Inc. may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. HSHMC, Inc.'s use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and HSHMC, Inc. Accordingly, either the employee or HSHMC, Inc. can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

VII. SAFETY

A. Rules of Safe Conduct

A safe working environment is essential for a smooth running operation and is the shared responsibility of HSHMC, Inc. and the employees from all levels of the organization. HSHMC, Inc. will take all responsible steps to assure a safe environment and compliance with federal, state and local regulations. It is imperative that each employee does his or her part by carrying out the following rules and regulations

- Report unsafe conditions immediately to your supervisor.
- Report all injuries immediately to your supervisor.
- No consumption of alcoholic beverages or any other intoxicants at school-sanctioned events when students are present.

B. Employees who are Required to Drive

Employees who are required to drive their own vehicle on approved HSHMC, Inc. business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. If transporting students in a personal vehicle, employee must meet established insurance limits and be approved by the Administration prior to transporting students. To the extent permitted by law, HSHMC, Inc. retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved HSHMC,

Inc. business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved HSHMC, Inc. business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using their cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by HSHMC, Inc. or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee receiving a citation for operating a vehicle while “under the influence” or impaired or for conduct that is otherwise in violation of this policy will be immediately suspended without pay until the matter is resolved. Any employee who pleads guilty, no contest or found guilty of driving under the influence of alcohol, a controlled substance, or while impaired by a non-controlled substance, will be terminated.

C. Tobacco Products

Smoking and use of prohibited tobacco products are not allowed on HSHMC, Inc. property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes. Exceptions may be made for the use or possession of prescription nicotine products.

D. Substance Abuse and Drug-Free Workplace Policy

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

All employees will be required to read, sign, and return the enclosed Substance Abuse and Drug-Free Workplace Policy.

E. Violence in the Workplace

HSHMC, Inc. recognizes that workplace violence is a concern among employers and employees across the country. HSHMC, Inc. is committed to providing a safe, violence-free workplace. In this regard, HSHMC, Inc. strictly prohibits employees, clients, vendors and visitors, or anyone else on HSHMC, Inc. premises or engaging in HSHMC, Inc. related activity from behaving in a violent or threatening manner.

Moreover, HSHMC, Inc. seeks to prevent workplace violence before it begins and reserves the right to address behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

HSHMC, Inc. believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the office for responding to any situation that presents the possibility of violence.

Workplace Violence Defined

Workplace violence Includes, but is not limited to, the following:

- (a) Threats of any kind;
- (b) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (c) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of HSHMC, Inc. property, or a demonstrated pattern of refusal to follow HSHMC, Inc. policies and procedures;
- (d) Defacing HSHMC, Inc. property or causing physical damage to the facilities; or
- (e) With the exception of security personnel, bringing weapons or firearms of any kind on HSHMC, Inc. premises, in HSHMC, Inc. parking lots, or while conducting HSHMC, Inc. business, and at school-sanctioned events.

Reporting and Investigation

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor or anyone else, he or she should notify the Director of Human Resources or any other member of management immediately. Further, employees should notify the Director of Human Resources or any other member of management if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, HSHMC, Inc. will inform the reporting individual of the results of the investigation. To the extent possible, HSHMC, Inc. will maintain the confidentiality of the reporting employee and of the investigation. HSHMC, Inc. may, however, need to disclose the results in appropriate circumstances, for example, in order to protect individual safety.

HSHMC, Inc. will not tolerate retaliation against any employee who reports workplace violence.

If HSHMC, Inc. determines that workplace violence has occurred, HSHMC, Inc. will take the appropriate corrective action and will impose discipline on offending employees and depending on the particular facts this may include written or oral warnings, probation, reassignment of responsibilities, suspension or termination. In addition, HSHMC, Inc. may request that the employee participate in counseling, either voluntary or as a condition of continued employment.

VIII. CHANGES IN STATUS

A. Termination of Employment

Employment at HSHMC, Inc. is **at will** and for no specified time, regardless of length of service. No one other than the CEO has the right or the authority to enter into any written or verbal agreement for any different terms of employment. Just as the employee is free to leave for any reason, HSHMC, Inc. reserves the same right to end its relationship with the employee at any time, for any or no reason, with or without cause or notice. Terminations are to be treated in a confidential, professional manner by all concerned, to the extent possible. This policy and its administration will be implemented in accordance with HSHMC, Inc. Equal Employment Opportunity statement.

B. Voluntary Resignation

Although employment with HSHMC, Inc. is at-will, in the event you choose to resign from your position, we would appreciate your providing HSHMC, Inc. at least two (2) weeks' written notice to allow for preparation of your final paperwork and the setting of an exit interview.

All HSHMC, Inc.-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

C. Outside Inquiries Concerning Employees

Due to privacy requirements, all inquiries concerning current or former employees from outside sources should be directed to the Director of Human Resources. All other employees are prohibited from providing information about coworkers to any outside source. HSHMC, Inc.'s policy as to references for employees who have left HSHMC, Inc. is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, HSHMC, Inc. will also provide a prospective employer with the information on the amount of salary or wage you last earned.

D. Exit Interview

Any employee leaving HSHMC, Inc. may be asked to attend an exit interview. The purpose of the interview is to discuss the reasons for your departure from HSHMC, Inc. and to resolve any questions of compensation and return of HSHMC, Inc. property.

IX. TO SUM IT ALL UP

This Handbook highlights your opportunities and responsibilities at HSHMC, Inc. Once again, welcome to HSHMC, Inc. and we look forward to working with you.

EMPLOYEE ACKNOWLEDGMENT

2022-2023 Employee Handbook

This will acknowledge that I have received my copy of the 2022-2023 HSHMC, Inc. Employee Handbook and that I will familiarize myself with its contents.

I understand that this handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time by HSHMC, Inc. HSHMC, Inc. retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of “at-will employment” and Arbitration Agreement, which may not be changed, altered, revised or modified without a written agreement signed by both myself and the CEO of HSHMC, Inc.).

I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at HSHMC, Inc. are at-will, and may be changed or terminated at the will of HSHMC, Inc. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that HSHMC, Inc. has a similar right. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between HSHMC, Inc. and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my employment with HSHMC, Inc.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Employee Name (Please Print)

Employee Signature

Date

Coversheet

Student Handbook

Section: IV. Action Items - Consent Agenda
Item: G. Student Handbook
Purpose: Discuss
Submitted by:
Related Material:
Student Handbook 2022-2023 - For Board Approval - 8-31-22.docx

HSHMC, Inc.

2022-2023

STUDENT HANDBOOK

Pending Board Approved – 8/31/2022

Dear Students and Families of Health Sciences High & Middle School,

This handbook includes several important policies, all of which have been presented to you during past informational meetings. Please familiarize yourself with all of the information, as you are accountable for the contents of it. **Please note that on the application form and on the registration form, you have signed a statement that your family is familiar with, and will abide by, all of the policies included in this handbook. *We ask that you sign and return the accompanying form stating that you have received this Student Handbook.***

We look forward to an exciting school year!

Sincerely,

Dr. Ian Pumpian (ipumpian@hshmc.org)
President/Chief Educational Officer

Dr. Doug Fisher (dfisher@hshmc.org)
Chief Operating Officer

Dr. Nancy Frey (nfrey@hshmc.org)
Chief Knowledge Officer

Dr. Sheri Johnson (sjohnson@hshmc.org)
Principal Emeritus

Dr. Dominique Smith (dsmith@hshmc.org)
Principal

Broc Arnaiz (barnaiz@hshmc.org)
Vice Principal of Community School Programs

Oscar Corrigan (ocorrigan@hshmc.org)
Vice Principal

Contact Information

Health Sciences High & Middle College, Inc.
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Phone: (619) 528-9070; Fax: (619) 528-9084
Website: www.HSHMC.org

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INTRODUCTION TO HSHMC

“FIRST, DO NO HARM”

Every school has a student handbook. It is required by education code and in our charter agreement. It is our best attempt to communicate our basic school rules, procedures, and expectations. It is a tool to help each of you understand what actions and consequences may result from violations. We expect that this handbook will be amended with experience and input.

A Greek doctor in 400 BC named Hippocrates and his students are credited for creating the Hippocratic Oath. The oath continues to influence current medical practice. Although the oath contains many commitments and has been modernized over the years, its most famous tenet is *First, do no harm*. It seems to us that for a variety of reasons, the commitment to *do no harm* is an important goal for everyone associated with HSHMC. Our expectation is that students will behave in a manner that does no harm to themselves, others, or their environment. No harm physically or emotionally to self or others. No harm to property. No harm to their reputations as students and as moral and ethical human beings. This handbook begins to provide some basic guidelines that will help students from doing harm.

We are honored that you have chosen HSHMC as your partner in creating a high school experience that is second to none. As partners we all have responsibilities to make that so. Your high school experience is part of your amazing transition toward adulthood. You will increasingly be given more freedom in how you spend your time. Your family and your instructors will depend on you to accept these freedoms responsibly. You will be supported to make good choices and you will be held accountable for the choices you make. We all need to work together to make sure you achieve academic success, that you are physically and emotionally safe and that you behave as a caring, confident, and ethical human being. As you review the school rules, procedures, and expectations in this handbook, remember the *big idea* it represents- *First, do no harm*. Whether you are conferencing with an instructor, interacting with another student, welcoming a guest to our campus, surfing the Internet, traveling to a worksite, or at social events, think of the *big idea*. If you act in a manner to *do no harm*, chances are you will be acting responsibly.

You may feel *do no harm* just sounds like another rule, another “don’t do this” or “can’t do that” – just another thing that allows grown-ups to control kids. We don’t think so. Each HSHMC administrator, instructor, and partner is committed to, and accountable to this same standard. We believe honesty, integrity, courtesy, trust, and mutual respect are necessary for true learning and achieving one’s utmost potential. Simply stated, our actions affect those around us and affect the quality of our school. Our codes and standards should support, but not replace, your personal and ethical beliefs.

How we behave is not secondary to our rigorous educational program; it is an integral part of it. High expectations for making responsible choices are shared by HSHMC and our nation's most prestigious universities. By changing three words, **Stanford University's Fundamental Standard** (adapted below) easily serves as the preamble to the HSHMC Student Handbook:

Students at HSHMC are expected to show both within and without the campus such respect for order, morality, personal honor and the rights of others as is demanded of good citizens. Failure to do this will be sufficient cause for removal from HSHMC.

By following this advice, we can all live up to our mission statement. Remember, this is why we're all here learning together. Our mission statement reads:

HSHMC is where people want to be to learn about health and healthcare as part of a world-class education. HSHMC is a home away from home, an open door, a place of rigor and academia where students earn a diploma that matters. We do what it takes, we do no harm, we set no limits on our potential to learn and grow, we do it like a family, and we LOVE what we do!

THE BASICS OF HSHMC

ACCESSING AND LEAVING CAMPUS

The health and safety of our student body is a priority of the school. It is a responsibility and concern we share with each student and family. Our liabilities for student safety do not extend beyond the walls of the campus. HSHMC is committed to work in partnership with each student and family to teach and encourage students and their families to make informed decisions while off campus, as we develop specific policies and procedures to make our campus safe and nurturing.

Sign Out and Tardies

Parents or guardians must sign their students out at the front desk when students leave campus before the end of the school day. Students must check in at the front desk for a tardy slip when they return from a midday appointment or when arriving late for school. (Please see Student Attendance information).

Accessing and Leaving Campus:

HSHMC operates a closed campus policy during instructional periods. That is, unless otherwise directed by their instructors, students are expected to be in the classes they are assigned as indicated on their class schedule. Students will be provided information regarding the campus configuration, and under what specific circumstances students are allowed to enter different areas of the building and its physical grounds. As part of this orientation, students will be provided information and expectations about access before and after school, during passing periods, and during lunch.

Students have an unscheduled hour during the day for lunch. In addition to eating, students use this time to socialize, for recreation, for informal study or organized instruction, tutoring, and club activities. HSHMC provides indoor and outdoor lunch facilities on its campus to support these educational, social, and recreational activities.

Students with Academic Recovery plans due to an Incomplete in the class may be required to attend a 20-minute tutorial with a teacher. Students attending tutorial will have a 30-minute lunch period during the first or second half of the lunch hour, depending on the scheduled tutorial time.

Students in grades 9-12, with their parent/guardian's consent, are permitted to leave the school campus during their unscheduled lunch hour. This allows students to access various nearby recreational park facilities and eateries within walking distance of campus. Unless otherwise arranged, this non-campus access will not be supervised or considered school supported events. The ability to leave campus is restricted to walking to facilities within a 4-block radius of the school. **Students are not permitted to leave campus during lunch in cars.** Students are expected to obey all laws during their lunch hour, respect local businesses and community members, clean up after themselves and get back to school in time for their scheduled classes. Any problems with community behavior, litter, tardiness, or absence will be cause to revoke a student's off-campus access. We expect HSHMC students while off campus to continue to follow the school's "do no harm" policies and to act in such a way that represents themselves and the school positively. This includes wearing the HSHMC student ID at all times while off campus. By signing this student handbook, families are acknowledging that they understand that HSHMC will not prevent students from leaving campus during their lunch hour. We expect that families will discuss this policy with their HSHMC student and determine and advise them as to whether they have parental permission to leave campus. We expect that students will act according to their parents' directions. HSHMC assumes no liability for students who leave its campus during their unscheduled lunch hour.

Parents who do not permit their students from leaving campus during lunch and want the school to attempt to assist in enforcing their wishes, must inform the school of this desire in writing. Otherwise, leaving campus during lunch is a decision to be made between parent and student and it will be the student's responsibility to comply. The school will only intervene based on a request from a parent or in response to any issues that arise in the community.

Students are not permitted to leave their internship sites for lunch and are expected to follow the policies and procedures as directed by their intern supervisors.

Students must always be in class under the supervision of an adult. During internships, students remain under the supervision of hospital and/or school staff and cannot leave the premises without permission of the supervising school staff member. Contact Dr. Dominique Smith for questions regarding the closed campus policy.

Written Permission to Leave Campus

An early dismissal slip is needed for a student to leave school before the end of the day. This permission form or written note may be given in advance to Daisy Lopez-Cruz, HSHMC School Operations Specialist, at the front desk. All students will be expected to go from school to their internships and return to school unless a separate written plan is developed and signed by both home and school. Parents/guardians wishing to pick up or drop off their students at internship sites will need to both provide prior written notice and

must sign in or sign out with the HSHMC Contact Dr. Dominique Smith for questions regarding sign in and sign out or pick up procedures.

EMERGENCY PROCEDURES

The staff of HSHMC receives training in order to provide for the safety of students, staff and visitors during times of emergency. Emergency preparedness includes fire and earthquake drills, which happen at regular times during the school year. A copy of the HSHMC Safety Plan, which outlines procedures for emergencies, is available in the front office and in every classroom.

All alarms are treated as if an emergency is occurring at HSHMC. In the event of any alarm, all staff, students and visitors are required to complete an orderly and safe evacuation of the classrooms and building. Staff and students will meet in pre-assigned areas, and will remain there until all students are accounted for and instructed to return to the building or move to a safer area.

Failure to follow emergency procedures or the willful attempt to compromise emergency preparedness at HSHMC is grounds for severe consequences, including possible expulsion.

In the case of a major emergency (such as a significant earthquake or fire), parents/guardians and families should contact the HSHMC main number at (619) 528-9070 or visit www.HSHMC.org for more information. During such an emergency, HSHMC staff will be focused on ensuring that all students are safe and accounted for. Students and parents/guardians are asked to do their part by not directing students to leave the premises without signing proper releases and to follow set guidelines for emergency procedures.

SCHOOL PRIVACY POLICY

HSHMC will notify parents or guardians if and when the school may release student information, and the policies regarding the handling and destruction of such information. Such notification shall be provided in the parents' or guardians' primary languages if at least 15 percent of the students enrolled at HSHMC speak a single primary language other than English. HSHMC will notify parents or guardians of any changes to the privacy policy within a reasonable period after that change.

STUDENT HEALTH AND WELLNESS

HSHMC is committed to supporting the mental and emotional wellness of our students as these barriers can impact student success. Access to community pupil mental health services and resources is made available through our website at www.hshmc.org.

SUICIDE PREVENTION

Health Sciences High and Middle College (HSHMC) Board of Directors and its entire educational community is committed to the health, safety and welfare of its students and in so doing accepts its mandated responsibility to develop, implement, and make available a comprehensive suicide prevention policy, practices and resources. This includes resources to educate students and parents about available school and community resources to support students experiencing thoughts of suicide. Our intention is to increase help-seeking behavior in students and to ensure students are aware of HSHMC's mental health programs and staff. It is important that all school staff are trained to respond and refer students seeking support for themselves or a peer experiencing suicidal ideation.

Be it resolved that, suicide prevention practices and resources will be an annual topic of staff training, posted on the school's website, a component of staff development, reflected in public service announcements throughout the school, taught in all health classes, and delineated in the student handbook.

The entire school community will be aware of the following steps that will be used to adopt this policy.

1. Annual training will be provided to all staff on best suicide prevention practices and school resources and procedures. Staff will learn about recognizing warning signs and responding accordingly.
2. Students will be encouraged to approach any member of the school staff to seek help for themselves and friends. Staff in turn are responsible for immediately contacting the school principal as the point of contact for students in crisis and to refer students to appropriate resources.
3. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. This will occur in all health classes.
4. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.
5. Students will have access to national resources which they can contact for additional support, such as:

- a. The National Suicide Prevention Lifeline – 1.800.273.8255 (TALK), www.suicidepreventionlifeline.org
- b. The Trevor Lifeline – 1.866.488.73.86, www.thetrevorproject.org
6. All staff and students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
7. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

As a generic resource, HSHMC’s Board of Directors also accepts the recommendation of our Desert Mountain SELPA to adopt and post the Trevor Project for Proactive Schools and Suicide Prevention which satisfies the requirements for Assembly Bill 2246. <https://www.hshmc.org/documents/Suicide-Prevention-Policy-AB%202246-2017-2018.pdf>

In addition to the Trevor Project, the Desert Mountain SELPA and the Desert Mountain Children’s Center (DMCC) will continue to offer the Youth Mental Health First Aid to HSHMC. In addition, the following resources are also support by the DMCC:

- Proactive Schools: Key components to developing a comprehensive suicide prevention policy.
 - Model School District Policy on Suicide Prevention: <http://www.thetrevorproject.org/pages/modelschoolpolicy>
 - Model School District Policy (Webinar): on same link above.
- Suicide Prevention: Risk factors, protective factors, intervention and referrals.
 - The Lifeguard Workshop: <http://www.thetrevorproject.org/pages/lifeguard>
- Additional Trainings are available regarding student mental health through DMCC:
 - Youth Mental Health First Aid
 - Cheryl Goldberg-Diaz, Program Manager – Cheryl.Goldberg-Diaz@cahelp.org, 760.955.3607, www.cahelp.org

COVID-19 Public Health Guidance

On July 9, 2021, the Centers for Disease Control and Prevention (CDC) published its updated recommendations for K-12 schools. Health Sciences and Middle College will follow the CDC’s recommendations in order to help formulate and implement plans for safe, successful, and full in-person instruction in the 2021-22 school year. We will continue to monitor federal, state and district guidelines, and reserve the right to implement changes and/or modify our public health guidance as needed. The following safety measures will be implemented:

Masking Policy

All students, teachers, staff, and visitors will be required to wear a mask while on campus (except while eating). Masks must be worn correctly (covering the mouth and nose) and consistently while indoors, regardless of vaccination status and transmission level.

Vaccination Policy

On 10/31/21, The HSHMC Board of Directors passed a vaccination mandate plan designed to add to the safety and welfare of our students, staff and community. The plan has been highly successful in obtaining a vaccination rate of 99% for students who attend campus programming.

There is now a need to update that plan to respond to CDC recommendations for booster shots.

CDC reports that studies show after getting vaccinated against COVID-19, protection against the virus and the ability to prevent infection with variants may decrease over time and due to changes in variants. And that the recent emergence of the Omicron variant further emphasizes the importance of vaccination, boosters, and prevention efforts needed to protect against COVID-19.

Policy Update:

Students eligible for COVID 19 Booster Shots must receive those shots as determined by current CDC eligibility guidelines. This policy will be updated in response to any changes in CDC guidelines that affect vaccinations and boosters.

1. Students must provide documentation of the Booster shot. Students will be given a grace period of 30 days from when their eligibility begins to allow time to schedule appointments.
2. Currently eligible students will need to show documentation on or before March 1, 2022.
3. Families are encouraged to use the health provider of their choice and should know the booster shots are available at several local pharmacies. In addition, HSHMC will attempt to regularly schedule and post any on site vaccination clinics that will be available for students, families and community members.
4. Students may apply for exemptions or conditional admission (see Board Policy 10/12/21 for criteria).

5. Students who are unable to comply with this policy will not be permitted on campus and families should seek enrollment at another school. The school will work diligently to update and inform students and families of their vaccination status as it pertains to this policy.

For more information, please visit hshmc.org

Testing

Staff and students will be submitted to weekly COVID-19 testing.

STUDENT ATTENDANCE

The integrated and project-based nature of the HSHMC program makes daily attendance extremely important. School attendance is a primary responsibility of every student and family. Attendance is directly related to student success and demonstrates family commitment to HSHMC and its program of study. Therefore, students are expected to maintain 100% attendance. If a student misses school, the student is expected to make up that time by attending an extended day program, such as Saturday school. Significant absences, repeated unexcused absences or tardiness will lead to academic and disciplinary consequences, which may include removal from school. We want the limited number of openings at HSHMC to be available to students who will make the appropriate effort and commitment to attend school.

HSHMC requests that families schedule vacations or special programs so as not to conflict with school. In particular, the final two weeks of any semester are critical, as they culminate in student exhibitions, presentations, and examinations used by faculty as a part of their final assessments. Additionally, state accountability tests must be administered during specific dates.

When a student has a planned absence, he or she must obtain a Contract for Independent Study (CIS) in advance of the absence and must complete the contract terms. Any student who misses three or more consecutive days for a reason other than illness may not pass any course they are enrolled in without having satisfied this CIS requirement. For more information about how to request a CIS, please contact Ms. Daisy Lopez-Cruz (dlopezcruz@hshmc.org).

In the event of a necessary absence, the attendance staff needs your assistance in providing us with the following information:

- Please call the school's main office (619-529-9070) when your child is absent.
- Student absences will be verified by a call home.
- Provide a doctor's note for any student absent for 3 consecutive days.
- We encourage you to schedule appointments before or after school. However, we understand that sometimes missing school can't be helped. If your child needs to be excused early due to a doctor or dental appointment, let the attendance office know before the appointment, either by a call or a note. Your child will be given an early dismissal slip to be excused from class. Parents/Guardians: please come in to the office and sign your child out of school at the front desk. You may provide us with a doctor's excuse, which can be brought in the following school day.
- Please call the attendance staff when your child is late at (619) 528-9070.

CHRONIC ABSENTEEISM AND TRUANCY

Chronic absenteeism is defined by:

1. Students who have missed 10% or more of the school year to date; or,
2. Students who have been absent from school for ten (10) consecutive school days or more, and the student's parents or guardians have not contacted the school with an explanation for the absences, or otherwise expressing their intent to have their student attend the school.

Truancy is defined by students who are absent from school without a valid excuse and are marked unexcused for the day. Any student who is absent from school for 3 days or more without a valid excuse is **truant**.

As a school, we firmly believe in the importance of students being at school on time, every day. Chronic absence and truancy are violations of our code of conduct as it causes harm to the student and their educational progress. Students who choose to not regularly attend school are choosing to not participate in our school's program. California makes parents responsible for their children to attend school. Chronic absence not only impacts a student's work, but can have long-term effects on a student's future academic success.

The school will reach out to the student and their parent(s)/guardian(s) in order to prevent and respond to chronic absence and truancy. As absences accumulate, students will be required to:

1. Meet with their school administrators, and their parent(s)/guardian(s), to discuss the absenteeism, and appropriate next steps for addressing the issues
2. Comply with the school's attendance policies including participation in intervention classes and programs
3. Sign a written agreement and obtain parent/guardian signatures to the agreement acknowledging and re-affirming their commitment to the terms of the HSHMC Attendance Policy

Students who are deemed chronically tardy or chronically absent may not be permitted to receive credit for the course(s) in which they have been chronically tardy or absent, or may jeopardize their position and privileges associated with attending HSHMC. The school will make every reasonable attempt to work on a plan to support the student to succeed and work with the student and their parent/guardian on a plan to attend school regularly and consider a range of intervention and program options including independent study. Students and their parents will have an opportunity to meet with school administration to discuss potential consequences to address chronic tardiness and/or absenteeism. If the situation continues, the school may, at its discretion, deem a student to have voluntarily dropped from school enrollment. The school may also address the matter through further actions including the disenrollment process and referring the student back to the home school district in accordance with applicable law. Consistent with state law, a student who is habitually truant may be referred to their home district Student Attendance Referral Board (SARB), which requires removal from HSHMC.

Please realize there are four effective ways to avoid this process:

1. Attend school regularly
2. Participate in school interventions as offered and/or required
3. Work with the school attendance team to make a plan for success
4. Obtain independent contracts in advance of known absences
5. Elect to voluntarily enroll in ISP when circumstances prohibit regular school attendance

INTERVENTION CLASS ATTENDANCE POLICIES

Students are required to attend all intervention classes as assigned. Students who have incompletes are required to attend zero period tutorial, lunch tutorial, and Friday Academic Recovery and Advancement Classes until incompletes are cleared. Additional intervention programs and services may be offered. Students and families will be notified of additional intervention programs and services and students with incompletes may be required to attend.

Supplemental Instruction Policy

If a student is assigned an additional class period, that student is required to attend the supplemental instructional hours from 7:45 AM to 8:20 AM, Monday through Thursday, unless alternative arrangements are approved in advance. Students who do not attend their supplemental class will be marked absent. Parents of students who are consistently absent will be notified, and if necessary, a corrective action plan and contract will be developed and signed by the school, student, and parent.

Friday Academic Recovery and Advancement (ARA) Class Policy

Students who are assigned to Friday Academic Recovery and Advancement (ARA) are required to attend ARA class on the first Friday of every month from 12:45 to 2:45pm, unless alternative arrangements are approved in advance. Students who do not attend their ARA class will be marked absent. Parents of students who are consistently absent will be notified, and if necessary, a corrective action plan and contract will be developed and signed by the school, student, and parent.

Please realize:

1. HSHMC, as part of its LCAP process, has developed intervention classes to support students who are currently not meeting course competencies or who have identified intervention needs.
2. These intervention classes are designed to build student skills and allow students to complete their previously assigned tasks so they can succeed. This is not a punishment. In fact, many students voluntarily choose to attend intervention classes in order to receive extra help to advance their progress and improve their performance.
3. The approved school schedule includes:

- a) A zero period, Tuesday through Thursday, from 7:45 AM to 8:20 AM.
 - b) A supplemental class period will be held Monday through Thursday from 7:45 AM to 8:20 AM
 - c) 30 minutes of time is provided during lunch such that any student has time to both eat lunch and seek additional help to learn a concept or complete their work.
 - d) Students are encouraged to study and complete work after school and on weekends by accessing classes through Canvas.
4. Students and their families are invited to meet with school administration to discuss intervention needs and alternatives in order to best meet each student's educational needs.

INDEPENDENT STUDY POLICY

Independent Study is an option available to students as approved by the San Diego Unified School District in HSHMC's current charter. In addition, Independent Study is currently being implemented consistent with the HSHMC board approved (9/10/2020) Continuity of Learning Plan.

HSHMC's Independent Study Program (ISP) is an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent Study shall offer a means of individualizing the educational plan to serve students whose health or other personal circumstances make classroom attendance difficult. As necessary to meet student needs, independent study may be offered on a full-time or part-time basis in conjunction with part- or full-time classroom study.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700). The option will be provided to all families at least annually as part of HSHMC's student enrollment process.

HSHMC's Principal or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)

ISP consists of both synchronous and asynchronous learning as follows:

- An individualized class schedule is developed for each student in the ISP program
- It is expected that students meet with each of their teachers daily as outlined in their individualized online class schedule.
- Students are required to meet with each of their teachers at least once weekly.
- Daily attendance is taken by the instructor of each course a student is enrolled in.
- If a student is marked absent for any period, an auto-dialer home is sent home to notify their family of the absence.
- Attendance Team Members make personal phone calls home to families for any student who is absent for either an entire day or more than two periods.
- Students who miss 60% of instruction or more within a week receive phone calls home to schedule an in-person meeting and/or a home visit to discuss supports needed and/or the need to return to the regular classroom mode of instruction as a form of academic support and intervention. If this situation persists, students will be considered chronically absent and subject to the consequences of chronic absenteeism as outlined in this handbook.
- Live interaction and asynchronous learning are documented using per period attendance as well as work collected for each course.
- Students are given daily work to track engagement and weekly assessments are given to track growth in learning.

DAILY SCHEDULES

The daily schedule at HSHMC is unique. As we have noted, school operates between the hours of 8:30 AM and 3:10 PM. Within those hours, students are expected to be in their assigned classes, completing assignments or working in internships. Our school provides students with significant responsibility and students are expected to keep, and update, a personal calendar that reflects the meetings and appointments they have. A school calendar will be issued to each student during the first week of school.

MEDICATION (Prescribed or Over-the-Counter)

HSHMC does not have a nurse on staff. The school's front desk staff has a first aid kit and will be your *health center* point of contact. We can store a supply of prescription medications for your child to keep on hand in case of an emergency. A form must be completed prior to HSHMC storing any medications. All medications must be in their original container and clearly marked with the name of the student, name of medicine, doctor's name, and appropriate dosage instructions as prescribed by the doctor.

Students may keep inhalers for asthma conditions, over-the-counter medicines (i.e. Tylenol, Motrin, etc.) and supplements like glucose tablets in their possession if their parents have signed the medical consent form included in the enrollment packet. Students who are responsible for their own medications (prescribed or over-the-counter) may not dispense their medications to other students. Students in need of basics (e.g., acetaminophen, ibuprofen, cough drops) may see Ms. Daisy Lopez-Cruz, School Operations Specialist, at the front desk. Medication will only be dispensed if the medical consent form has been signed. Parents/guardians may contact Ms. Ortega to make arrangements regarding medications and or consent forms.

All students who are taking prescription medication on a regular basis (i.e., diabetes or asthma) must advise school personnel. It is recommended that an emergency supply of his or her medication should be kept at the health center in case of emergency.

WHAT YOU NEED TO KNOW ABOUT LEARNING AT HSHMC

TRANSFERABILITY OF CREDITS

All HSHMC High School core courses are approved or are in the process of being approved by the University of California.

HSHMC does not offer the same courses or the same sequence of courses as many other schools. In some instances, this may cause 11th and 12th grade students transferring to other schools to need to make up courses that were not offered in the traditional sequence. Students and parents/guardians are advised to take the unique academic program into account when making decisions to enroll at HSHMC, or if considering a transfer to another school.

Consistent with the California State Content Standards, this course may include controversial topics. The faculty does not endorse particular political or social agendas and will present a sensitive, balanced, and objective approach to these topics, with a goal of developing informed and responsible attitudes toward people, cultures, religions, societies, sexual orientations, gender identities, and environments in the spirit of scholarly inquiry.

HSHMC Grading Policy

Consistent with our mission and vision, as well as our middle college identity, students at HSHMC, Inc. receive the grade of “incomplete” when their performance does not meet the standard of quality established by the instructor and based on state standards. If a student’s overall performance in any given 9-week term falls below the level of earning credit (C-), the student will earn an incomplete in the course. An incomplete in any course requires the development of an **academic recovery plan**, which must be approved by the teacher, parent, and principal. When the student completes the work outlined on the academic recovery plan, the student is assigned a grade for the course. However, if the student leaves HSHMC, or one year elapses after the development of the contract, the course grade will be recorded as “F” and no units will be awarded.

Furthermore, at HSHMC our expectation is that each student’s academic performance is of the highest quality. Students who believe their performance in any 9-week term does not represent their best capabilities and competence will be permitted to petition their teacher to negotiate a **work quality plan**. The proposal must be submitted within two weeks of the close of the grading period. If the plan is approved by the teacher, parent, and Vice President for Academic Affairs, the student will be assigned an incomplete for the course. When the student completes the work outlined on the **work quality plan**, the student is assigned a grade for the course.

However, if the student leaves HSHMC, or the contract expires, the course grade will be recorded as the grade the student would have been assigned at the completion of the term.

Midterms and Finals. In addition, all high school classes will have comprehensive mid-terms and finals. These assessments are comprehensive for the semester preceding the assessment and can improve students' overall grades (as determined by the teacher). Poor performance on these assessments can result in a reduction of student grades as follows: 60-69% will result in 5% reduction in grade and below 60% will result in a 10% reduction in grade, but not lower than C-. In cases when the midterm or final negatively impacts the overall grade, the student may petition to retake a comparable test within two weeks of the posting of the results. After this two-week window expires, retakes for midterms and finals are not permitted. This retake policy does not apply in cases when the student's grade has remained the same or has improved. Our motto for midterms and finals is: *Mastery requires maintenance.*

HONORS CREDIT

We are pleased to offer honors credit in each of our core courses at HSHMC Honors credit is awarded based on students' successful completion of an individualized honors contract. All students are eligible for honors credit. It is our expectation that students identified as gifted and talented will complete honors-level work. Honors contracts are developed during the first four weeks of attendance and are signed by the student, the instructor, a parent/guardian, and the Vice President of Academic Affairs. When students complete the items in the contract, their transcript reflects the fact that their work was honors level. Colleges appreciate this distinction of academic excellence and are known to weigh this information in their admission decisions. As noted in the University of Alabama guidelines for honors credit, there are a number of characteristics of honors-level work. These include:

- Additional readings chosen to enhance and deepen the student's understanding of course content;
- Guided research involving specialized library resources, fieldwork or community projects, internship sites, or laboratory work resulting in a substantial end product for the student;
- Extra written work designed to develop critical skills and independent thinking; and
- Regular private meetings with the instructor to discuss the progress of the various projects undertaken to fulfill the contract.

INTERNSHIP EXPERIENCE

Internships in health care settings are an important component of the educational program at HSHMC. We consider internship placements to be a tremendous student opportunity, responsibility, and privilege. The internships place students in sensitive

professional settings. Our intern partners work closely with us to provide our students rigorous and relevant educational experiences. Their expectation is that students will act accordingly and that students will adhere to all rules and procedures established at the intern sites. Our intern partners reserve the right to terminate the internship of a student based on inappropriate behavior. The inability to continue an internship based on behavior may lead to further disciplinary action.

RETURNING STUDENTS

HSHMC retains the option, at its sole discretion, to re-enroll students who have previously left. If you wish additional information about this matter, please contact the Principal, Dr. Dominique Smith.

INCLUSION – AB 1266

California Assembly Bill 1266 (School Success and Opportunity Act) went into effect on January 1, 2014. This law requires that schools respect students' gender identity, which may be different from the gender assigned at birth. AB 1266 makes sure that transgender students can fully participate in all school activities, sports teams, programs, and use of facilities, such as restrooms, and lockers room, that match their gender identity. HSHMC understands our responsibility for the success and well-being of all students, including those who identify as transgender. Students who identify as transgender are encouraged to meet with Dr. Dominique Smith so that HSHMC can ensure the safety and inclusion in all school activities.

FOSTERING A LEARNING COMMUNITY AT HSHMC

COURTESY POLICY

Courtesy is a code that governs the expectations of social behavior. Each community or culture defines courtesy and the expectations for members of that community or culture. As a learning community, it is our responsibility to define courtesy and to live up to that definition. As a school community, we must hold ourselves and one another accountable for interactions that foster respect and trust. At HSHMC, we recognize, value and celebrate difference. Discourteous behaviors destroy the community and can result in hurt feelings, anger, and additional poor choices.

In general, courtesy means that we interact with one another in positive, respectful ways. Consider the following examples of courteous and discourteous behavior:

Courteous	Discourteous
<ul style="list-style-type: none"> • Saying <i>please</i> and <i>thank you</i> • Paying attention in class • Socializing with friends during passing periods and lunch • Asking questions and interacting with peers and teachers • Asking for, accepting, offering, or declining help graciously • Allowing teachers and peers to complete statements without interruption • Throwing away trash after lunch • Recycling materials and placing all trash in appropriate bins • Cleaning your own workspace 	<ul style="list-style-type: none"> • Using vulgar, foul, abusive, or offensive language • Using an electronic device during a formal learning situation such as during a lecture or while completing group work • Text messaging or talking on a cell phone during class time • Bullying, intimidating, teasing, or harassing others • Corporal punishment • Hogging bandwidth and/or computer time • Not showing up for your scheduled appointments or completing tasks

<ul style="list-style-type: none"> • Reporting safety concerns or other issues that require attention to a staff member 	<ul style="list-style-type: none"> • Failing to communicate when you're not coming to school
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At HSHMC, it is expected that students treat each other, the faculty and staff, administration, every adult, with respect, courtesy and cooperation. Further, HSHMC teachers will treat one another, the students and their families, and the administration in a courteous fashion.

Consequences for engaging in discourteous behavior may include restoring the environment, meetings with staff or administrators, the development and implementation of a behavioral contract, removal of privileges, or further disciplinary action.

CODE OF ACADEMIC INTEGRITY

The students of HSHMC, united in a spirit of mutual trust and fellowship, mindful of the values of a true education and the challenges posed by the world, agree to accept the responsibilities for honorable behavior in all academic activities, to assist one another in maintaining and promoting personal integrity, and to follow the principles and procedures in this Code of Academic Integrity. Violations of the Code of Academic Integrity may take several forms. For example, plagiarism is the “direct duplication, by copying (or allowing to be copied) another’s work, whether from a book, article, Web site, another student’s assignment, etc.” Any of the following, without full acknowledgment of the debt to the original source, counts as plagiarism and violations of academic integrity:

- Duplication in any manner of another’s work during an exam, Haiku discussion boards, projects, or other tasks;
- Allowing another to duplicate your work;
- Paraphrasing of another’s work closely, with minor changes but with the essential meaning, form and/or progression of ideas maintained;
- Piecing together sections of the work of another into a new whole;
- Producing assignments in conjunction with other people (e.g., another student, a tutor), which should be your own independent work.

HSHMC uses TurnItIn, an originality checking program, to provide feedback to students, assist with revisions, and prevent the kinds of plagiarism listed above. Students are encouraged to screen their written work prior to submission using this service to improve their writing and prevent plagiarism.

Consequences for not following the academic code of integrity may include receiving a zero on the assignment, meeting with the Dean of Academic Affairs, completing further instructional tutorials, failing the exam or course, and/or further disciplinary action. Restorative practices are viewed as the first and proactive measure for addressing problems with plagiarism.

INTERNET AND ELECTRONIC MAIL USAGE POLICY

We are pleased to offer the students of HSHMC access to the school computer network for electronic mail and Internet access. Access to e-mail and the Internet will enable students to explore thousands of libraries and databases, while exchanging messages with Internet users throughout the world. Families should be warned that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages.

But ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information resources. To that end, HSHMC supports and respects each family's right to decide if their child should not have Internet access. Your signature of the student handbook grants permission for your child to access the Internet. HSHMC staff will teach and promote students' responsibilities to use the Internet appropriately and safely, which includes immediately backing out of inappropriate sites that might pop up during web searches and reporting inappropriate pop-ups. Students will be held accountable if they intentionally visit or utilize inappropriate websites.

Internet and E-Mail Rules

Students are responsible for good behavior on school computer networks just as they are everywhere in the school environment. Communications on the network are often public in nature. General school rules for behavior and communications apply.

The network is provided for students to conduct research, complete assignments, and communicate with others about academic and school matters. Access to network services is given to students who agree to act in a considerate and responsible manner. Access is a privilege – not a right. Access entails responsibility. Networks are limited in bandwidth and HSHMC must ensure that our network is

first and foremost used to support our academic program. Therefore, downloading of non-instructional games, programs, and other media is not permitted on campus. In addition, to the extent possible, students are encouraged to download educational programs, web casts, and other large files from home or other non-school settings in order for our network to limit the demand of our server.

Individual users of the computer networks are responsible for their behavior and communications over these networks. It is presumed that users will comply with school standards. Beyond the clarification of such standards, HSHMC is not responsible for restricting, monitoring, or controlling the communications of individuals utilizing the network.

Network storage areas may be accessed by network administrators to review files and communications to maintain system integrity and to ensure that users are using the system responsibly. Users should not expect that files stored on HSHMC servers will always be private. Within reason, freedom of speech and access to information will be honored.

The following are not permitted:

- Sending or displaying offensive messages or pictures.
- Using obscene language.
- Harassing, insulting or attacking others.
- Damaging computers, computer systems, computer networks, or digital files and records.
- Violating copyright laws.
- Using another's password.
- Trespassing another's folders, work or files.
- Intentionally wasting limited resources.
- Employing the network for commercial purposes.
- Using proxies to circumvent HSHMC security parameters.

Violations may result in a loss of access as well as other disciplinary or legal action, including suspension and/or expulsion, as detailed in Education Code 48900.

INTELLECTUAL PROPERTY AGREEMENT

All intellectual property that is generated at school or related to school, including, without limitation, all equipment, documents, books, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by any student in the course of learning at HSHMC, belong to HSHMC

CODE OF CONDUCT: RESPECT FOR SELF AND OTHERS

Behavior: HSHMC students and staff are expected to respect others and support teaching and learning. Prohibited behavior includes offensive language, ignoring a staff request, threats, slander, sexual harassment or misconduct, lying, theft, and fighting. Willfully causing physical or emotional harm to another member of the HSHMC community, including bullying and cyber-bullying, will lead to further disciplinary action. Any student who steals from the school, another student, or a staff member will be subject to further disciplinary action.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexually harassing behaviors are not acceptable at any time and may be grounds for expulsion at HSHMC. Any unwelcome conduct directed toward a student or employee because of gender, sexual orientation, gender identity, or gender expression may constitute sexual harassment. Examples of sexually harassing behaviors may include inappropriate touching, verbal comments about a person's body or gender, name calling, spreading sexual rumors about a person verbally, through graffiti, e-mail, notes, or social networking sites. Suggestive gestures or sounds, pranks such as pulling down a person's pants/skirt or pulling on the waistband of a person's underwear, and sexual assault (from groping to rape). Students are responsible for immediately reporting concerns, issues, and incidents that relate to sexual harassment. Sexual harassment may result in further disciplinary action. Reports will be handled and tracked by Dr. Dominique Smith. The school also offers an anonymous reporting system, Sprigeo.com, for students to use.

Vandalism: No one is to injure, destroy, deface or trespass on school property. A clean environment is important to all. Vandalism will be dealt with severely and may result in further disciplinary action. All students and staff are urged to treat the building with care and respect.

Parents/guardians will be responsible for paying for any damage done to the building or school property by their child. People with any information about damage done to the building or its contents should report it to the school dean or provost. Writing or spraying inappropriately on or around campus (graffiti), carving on school furniture and/or building fixtures, breaking a window, destroying equipment or damaging materials are all infringements on the right to the HSHMC community.

Weapons: Guns, knives, explosives, or weapons of any type are not permitted in the school, on the campus, or at any off or on campus school function. Violations can lead to suspension or in some cases an expulsion hearing.

Drugs, alcohol, and tobacco: Drugs, alcohol, and smoking are prohibited in the school, on the campus, or at any off or on campus school function. Violations can lead to further disciplinary action.

Personal electronics: Cell phones, smartphones, pagers and/or beepers, PDAs, iPods, digital/camera phones, tablets, and similar devices must be used in a way that is consistent with the school courtesy policy, the code of behavior, and the code of academic integrity. Failure to comply with these school policies will result in suspension of the use of personal electronics. Repeated failure to comply with the courtesy policy can result in further disciplinary action. HSHMC is not liable for these devices if they are lost or stolen. By signing this handbook, you acknowledge that personal electronics are brought to school at your own risk.

Search and Seizure: The administration of HSHMC reserves the right to search any student and that student's personal belongings while on school grounds or at any school activity when such a search is necessary to maintain order, discipline, and safety. If possible, the student's consent prior to the search will be obtained but is not necessary when the administration has reasonable cause or suspicion. We reserve the right to contract with security services, including search dogs, in order to add to the safety of our campus and to keep it free from contraband. In some circumstances, these services may result in the need to reasonably search a student. By signing this handbook HSHMC is granted prior consent to search for contraband and harmful or dangerous substances. In determining whether there is reasonable cause, the following factors will be taken into account: the prevalence and seriousness of the problem; the need to avoid delay; and the probable value and reliability of information on which suspicion is based.

Bullying and Cyberbullying Prevention - HSHMC believes that all students have a right to a safe and healthy school environment. The school and community have an obligation to promote mutual respect, tolerance, and acceptance. Specifically, *Education Code* Section 220 prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, actual or perceived nationality, ethnicity, or immigration status, or any other characteristic that is contained in the definition of hate crimes as described in Penal Code Section 422.55.

HSHMC will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate, harass, or bully another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; social isolation or manipulation, and misuse of digital and social media to cause similar harm (cyber bullying).

HSHMC expects students and staff to immediately report incidents of bullying and cyberbullying to the school principal. Staff who witness such acts take immediate steps to intervene when safe to do so. Each complaint of bullying or cyberbullying shall be promptly investigated and tracked in order to monitor and intervene. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity. The school offers an anonymous reporting service, Sprigeo.com, for students who are being bullied or who have witnessed bullying.

To ensure bullying and cyberbullying does not occur on our school campus, HSHMC provide staff development training in bullying prevention and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment.

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

HSHMC has adopted a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to:

- Any student who engages in bullying or cyberbullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying or cyberbullying, whether as a victim or as a witness, to the school principal.
- Students can rely on staff to promptly investigate each complaint of bullying and cyberbullying in a thorough and confidential manner.
- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the school principal. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

The procedures for intervening in bullying and cyberbullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying or cyberbullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.
- The school will make reasonable efforts to keep a report of bullying and cyberbullying and the results of investigation confidential.
- Staff who witness acts of bullying or cyberbullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.

Students can rely on staff to promptly investigate each complaint of bullying and cyberbullying in a thorough and confidential manner. A timeline to investigate and resolve complaints of discrimination, harassment, intimidation, or bullying will be developed.

DISCIPLINARY CONSEQUENCES

The purpose of disciplinary action at HSHMC is to ensure that both individual students and the HSHMC community stay focused on growth and learning and cause no harm to themselves or others. Prompt resolutions of the problem or issues are expected. Discipline may include a conference and warning to the student, parent/guardian notification, and a written commitment by the student to improve his/her behavior and/or performance. In addition, depending on the nature of the infraction and the student's past performance, any or all of the following consequences may be appropriate:

SUSPENSION/EXPULSION

HSHMC regards suspension and expulsion as a last resort. As such, our first and proactive response is to implement restorative practices that seek to restore relationships that have been violated, property that has been damaged, and to repair the school culture. Our goal is to maximize time spent learning for each student. However, in some cases restorative practices may not be sufficient or appropriate due to the nature of the violation.

Student discipline is a critical factor in maintaining a safe environment for students and staff. Many student discipline issues are resolved through one-to-one counseling with a teacher, counselor or school administrator.

While it's important that students be held accountable for their conduct, it is equally important that students and families know of their right to appeal and understand the appeal process in order to be better prepared for it.

SUSPENSION/EXPULSION

Criteria for suspension and expulsion of students are consistent with all applicable federal statutes and state and federal constitutional provisions. Governing law includes *the procedures by which pupils can be suspended or expelled—California Education Code Sections 48900 and 48915*. In addition, attention is focused on ensuring due process for students and their families. HSHMC follows expulsion and suspension guidelines as outlined in its charter. All related hearings will conform to the state and federal laws regarding discipline, special education, confidentiality, and access to records (IDEA 2004, California Education Code 47605). The school Principal may suspend students who fail to comply with these policies at any time. Students who habitually fail to comply with these policies and/or who present an immediate threat to health and safety may also be suspended and referred for expulsion to the HSHMC Governing Board upon recommendation of the School Principal.

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to a school activity or school attendance, occurring at the School or at any other school, or a School sponsored event at anytime 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. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Enumerated Offenses

These enumerated offenses reflect 2015 changes to California Education Code 48900:

A pupil shall not be suspended from school or recommended for expulsion, unless the Executive Director or Principal of the charter school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
(2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the school principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a 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.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil's own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means 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.

- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil 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 pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- (r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (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 pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) "Electronic act" means the creation and 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, or image.
 - (ii) A post on a social network Internet Web site, including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (iii) Notwithstanding paragraph (1) and subparagraph (A), 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.
- a. (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs. (s)
- (s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or school principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:
- (1) While on school grounds.
 - (2) While going to or coming from school.
 - (3) During the lunch period whether on or off the campus.
 - (4) During, or while going to or coming from, a school-sponsored activity.
- (t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil 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 (a).
- (u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- (v) For a pupil subject to discipline under this section, a superintendent of the school district or school principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.
- (w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the

date and time when the student may return to school. If 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.

Expulsions

i. Expulsion Hearings

If the school principals (or designee) determines that consideration of expulsion is warranted, either school principal (or designee if principals, in his/her/their sole discretion determines that another neutral hearing officer should hear the matter) will hold an expulsion hearing where one of the school principals (or designee) shall serve as the hearing officer (“Hearing Officer”). The student shall have the right to representation and the right to present evidence at the expulsion hearing. The Hearing Officer shall consider evidence and/or testimony as appropriate and shall render a decision that shall be in the best interests of the student and the HSHMC school community.

If the Hearing Officer determines that a student is to be expelled, the Hearing Officer shall inform the student’s parents/guardians of his/her determination in writing including the reasons for expulsion (“**Expulsion Determination Letter**”). The hearing officer’s written notification to the parents/guardians shall also include information about the appeal and due process rights in regard to the hearing officer’s determination.

ii. Right to Appeal Hearing Officer’s Determination

The parents/guardians (or, if at least 18 years of age, the student) shall have ten (10) days from the Hearing Officer’s Expulsion Determination Letter to submit a written request of appeal (“**Written Appeal Request**”) to the Chief Executive Officer (“**CEO**”) of HSHMC.

In response to the Written Appeal Request, the CEO shall convene a committee of at least four members including at least one board member. The committee may consist of up to two members of the HSHMC Board, principal, a vice principal, the Dean of Students, and the CEO of HSHMC or designee(s). The committee members appointed will be knowledgeable about HSHMC’s bases for expulsion and the procedures regarding expulsion. The committee shall have the right to rescind or modify the expulsion.

The committee shall convene a hearing on the appeal within ten (10) school days of receipt of a timely written request for an appeal.

At the hearing on the appeal, the student shall have the right to representation and the right to present evidence. The committee will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interests of the student and HSHMC. That decision shall be final.

DRESS CODE

The purpose of the HSHMC dress code is to foster a professional, safe, and respectful environment at school. The dress code is in effect during school hours. The dress code applies to field trips, site visits, academic internships, and other school-related activities, unless the supervising adult informs the students otherwise. When a student fails to demonstrate that their alternative clothing selections are appropriate for school, they will be required to wear a school uniform consisting of a collared white shirt and khaki pants or shorts.

In all cases, students are expected to dress in ways that meet the following guidelines:

- Text or clothing that promotes violence, vulgarity, alcohol, tobacco, or drugs is prohibited.
- Beach sandals and similar footwear are not allowed during internships.
- Exposed midsections are not acceptable. We want you to be respectful of yourself and those around you.
- Hats, hoods, and bandannas are acceptable if they do not interfere with learning or represent gang activity.

Appropriate attire for academic internships varies by workplace and may be different than required by the HSHMC dress code. For example, internship sites require that all students wear hospital scrubs and closed toed shoes. Artificial fingernails are prohibited due to infection control regulations. In addition, students with body piercings will not be allowed to wear jewelry in visibly pierced areas (other than small earrings) when attending internships.

Consequences for Dress Code Violation

Parents/guardians of students who violate the dress code will be notified immediately. Students who fail to exercise clothing choices that are appropriate for school will lose his or her opportunity to vary from a strict interpretation of the dress code for at least one week. After one infraction of the dress code, the student will be asked to come to school for one week in a collared white shirt and long khaki pants or shorts. Any infraction thereafter will result in at least two weeks of wearing the official school uniform. Students

who violate the dress code are not allowed on campus unless the student is wearing this uniform. Repeated infractions will also be grounds for further disciplinary action.

OTHER DETAILS ABOUT HSHMC

STUDENT AND PARENT/GUARDIAN MEDIA RELEASE AGREEMENT

Often times during the school year, HSHMC holds or takes part in events in which the news media and publishing sources feature the school and its students in print and electronic press, including interviews, pictures, books, video, and other media outlets. HSHMC reserves the right to make, produce, reproduce, exhibit, distribute, publish, and transmit by means of live broadcast, videotape, photograph, electronic storage, and print any student's name, grade, voice, picture, likeness, and actions as an individual in connection with these school activities. By signing this handbook, you give parental consent for your child to participate in any and all of these events for the promotion, advertisement, and benefit of HSHMC and its staff.

FIELD TRIP DRIVER INSURANCE VERIFICATION

Parents/guardians volunteering to drive for a school field trip will be asked to provide the following information: (Forms are available at the school's front office.)

- Parent/Guardian Name
- Address
- Telephone Number
- Driver's License Number
- Make of Vehicle, Model and Number of seatbelts in car
- Insurance Company, Policy Number and Expiration date

Minimum liability recommended by HSHMC to be carried by field trip drivers is a combined single limit of \$300,000 for bodily injury, property damage, and uninsured motorists.

While we appreciate your offer to drive, we need to point out that the legal responsibility while the vehicle is being used to transport students rests entirely upon the registered owner of the vehicle. The parent or guardian understands that the school's liability insurance does not cover their vehicle, but only students on a required field trip and students participating in approved after-school activities. The parent or guardian understands that any other children of the driver are not covered by the school's insurance. They may be covered by the driver's insurance.

By law the number of people in the vehicle should total no more than the number of seats and seatbelts with maximum of eight passengers, including the driver.

Everyone in the vehicle, including the driver, must wear seatbelts. There are no exceptions to this requirement.

Transportation

Unless a special arrangement for transporting students to and from school is contracted and signed by both home and school, HSHMC is not responsible for home/school transportation. However, it is the responsibility of parents/guardians to review and decide on a reliable safe means of transport. We will help families connect to other families to establish carpools and means of transportation. Any arrangements and responsibilities for the transportation of students to and from internship sites or community college classes will be communicated through signed permission agreements.

STUDENT DRIVERS

Students who drive their own vehicles to and from school must comply with all school rules and California state law. Student drivers must remain on campus during school days, including the lunch period. Student drivers may not leave campus in their cars to run errands or pick up lunch. Failure to follow these rules will result in an immediate disciplinary meeting. *Please note: We have an allocation of parking spaces, and students must obtain permits to use one of those spaces.*

Parking

Students will be issued parking permits in HSHMC parking spaces on a space available basis. Forms, parking permits, and ID tags for student drivers can be obtained from Dr. Javier Vaca.

Students who drive to and from school will be asked to provide the following information in order to obtain a permit:

- Name of student and signature
- Student's Driver's License number
- Parent/Guardian name and signature
- Car make and model and license plate number of each vehicle the student may be driving

- Automobile Insurance Policy Number and expiration date

Student Passengers

State law requires that drivers under 18 refrain from transporting passengers under 20 years of age at any time, for the first twelve months after receiving a license. In addition to this law, HSHMC students are not allowed to drive unrelated students to their academic internships or community college classes.

We, the undersigned, acknowledge receiving a copy of the 2022-2023 HSHMC Student Handbook. We agree to read and discuss the Student Handbook as soon as possible, and will contact HSHMC administration if questions or concerns arise. We agree to follow the guidelines and policies set forth in the Student Handbook.

Print Student Name

Grade

Student Signature

Date

Print Parent/Guardian Name

Phone Contact

Parent/Guardian Signature

Date

Coversheet

HSHMC Family Calendar 22-23

Section: IV. Action Items - Consent Agenda
Item: H. HSHMC Family Calendar 22-23
Purpose: Discuss
Submitted by:
Related Material:
2022-2023 HSHMC Family Calendar copy.xls [Compatibility Mode].pdf

HEALTH SCIENCES HIGH & MIDDLE COLLEGE, INC.

2022-2023

Academic Year Calendar

Please be sure to call the school at 619-528-9070 every day your student is absent and unable to attend.

August 22						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	★	30	31			

September 22						
Su	M	Tu	W	Th	F	Sa
				1	⊗	3
4	⊗	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	⊗	8
9	10	11	12	13	14	15
16	17	18	19	20	★	22
23	24	25	26	27		29
30	31					

November 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	⊗	5
6	7	8	9	10	⊗	12
13	14	15	16	17	18	19
20	⊗	⊗	⊗	⊗	⊗	26
27	28	29	30			

December 22						
Su	M	Tu	W	Th	F	Sa
				1	⊗	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	⊗	⊗	⊗	⊗	⊗	24
25	⊗	⊗	⊗	⊗	⊗	31

January 23						
Su	M	Tu	W	Th	F	Sa
1	⊗	3	4	5	⊗	7
8	9	10	11	12	13	14
15	⊗	17	18	19	20	21
22	⊗	⊗	⊗	⊗	⊗	28
29	30	31				

February 23						
Su	M	Tu	W	Th	F	Sa
			1	2	⊗	4
5	6	7	8	9	10	11
12	13	14	15	16	⊗	18
19	⊗	21	22	23	24	25
26	27	28				

March 23						
Su	M	Tu	W	Th	F	Sa
			1	2	⊗	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	⊗	⊗	⊗	⊗	⊗	

April 23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	★	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 23						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	⊗	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	⊗	27
28	⊗	30	31			

June 20						
Su	M	Tu	W	Th	F	Sa
			1	2	⊗	4
5	6	7	8	9	10	11
12	⊗	⊗				

⊗ Early Release Days
12:35 pm

9/2, 10/7/22, 11/4/22, 12/2/22, 1/6/23, 1/23/23, 1/24/23, 1/25/23, 1/26/23, 1/27/23, 2/3/23, 3/3/23/4/7/23, 5/5/23, 6/3/23, 6/13/23, 6/14/23

⊗ School Holidays - (No School)

- September 5 - Labor Day
- November 11 - Veteran's Day
- November 21-25 - Thanksgiving Vacation
- December 19-January 2 - Winter Vacation
- January 18 - Martin Luther King Observance
- February 17-20 - President's Day Weekend
- March 27-31 - Spring Break
- May 26-29 - Memorial Day Weekend

★ Special Dates

- August 29 - First Day of School
- October 28 - First Quarter Ends
- January 27 - End of Quarter 2/Semester 1
- April 7 - Third Quarter Ends
- June 13 - Finals
Senior Graduation
- June 14 - Finals
End of Q4/Semester 2
Last Day of School

Health Sciences High & Middle College
 3910 University Avenue, Suite 100, San Diego, CA 92105
 (Office) 619-528-9070 (Fax) 619-528-9084 (Web) www.hshmc.org

Coversheet

2022-2023 Instructional Minutes

Section:	IV. Action Items - Consent Agenda
Item:	I. 2022-2023 Instructional Minutes
Purpose:	Discuss
Submitted by:	
Related Material:	2022-2023 Instructional Minutes.xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2022-2023 Instructional Minutes.xls

Coversheet

2022-2023 Discipline Policy

Section:	IV. Action Items - Consent Agenda
Item:	J. 2022-2023 Discipline Policy
Purpose:	Discuss
Submitted by:	
Related Material:	Discipline Policy.2022-2023.docx



DISCIPLINE/SUSPENSION/EXPULSION POLICY

As stated in HSHMC Student Handbook

HSHMC regards suspension and expulsion as a last resort. As such, our first and proactive response is to implement restorative practices that seek to restore relationships that have been violated, property that has been damaged, and to repair the school culture. Our goal is to maximize time spent learning for each student. However, in some cases restorative practices may not be sufficient or appropriate due to the nature of the violation.

Student discipline is a critical factor in maintaining a safe environment for students and staff. Many student discipline issues are resolved through one-to-one counseling with a teacher, counselor or school administrator.

While it's important that students be held accountable for their conduct, it is equally important that students and families know of their right to appeal and understand the appeal process in order to be better prepared for it.

SUSPENSION/EXPULSION

Criteria for suspension and expulsion of students are consistent with all applicable federal statutes and state and federal constitutional provisions. Governing law includes *the procedures by which pupils can be suspended or expelled—California Education Code Sections 48900 and 48915*. In addition, attention is focused on ensuring due process for students and their families. HSHMC follows expulsion and suspension guidelines as outlined in its charter. All related hearings will conform to the state and federal laws regarding discipline, special education, confidentiality, and access to records (IDEA 2004, California Education Code 47605). The school Principal may suspend students who fail to comply with these policies at any time. Students who habitually fail to comply with these policies and/or who present an immediate threat to health and safety may also be suspended and referred for expulsion to the HSHMC Governing Board upon

recommendation of the School Principal.

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to a school activity or school attendance, occurring at the School or at any other school, or a School sponsored event at anytime 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. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Enumerated Offenses

These enumerated offenses reflect 2015 changes to California Education Code 48900:

A pupil shall not be suspended from school or recommended for expulsion, unless the Executive Director or Principal of the charter school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the school principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a 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.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil's own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in

kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.

- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means 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.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil 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 pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- (r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (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 pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) "Electronic act" means the creation and 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, 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. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation"

means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

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

(iii) Notwithstanding paragraph (1) and subparagraph (A), 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.

a. (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs. (s)

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or school principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil 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 (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or school principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If 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.

Expulsions

i. Expulsion Hearings

If the school principals (or designee) determines that consideration of expulsion is warranted, either school principal (or designee if principals, in his/her/their sole discretion determines that another neutral hearing officer should hear the matter) will hold an expulsion hearing where one of the school principals (or designee) shall serve as the hearing officer (“Hearing Officer”). The student shall have the right to representation and the right to present evidence at the expulsion hearing. The Hearing Officer shall consider evidence and/or testimony as appropriate and shall render a decision that shall be in the best interests of the student and the HSHMC school community.

If the Hearing Officer determines that a student is to be expelled, the Hearing Officer shall inform the student’s parents/guardians of his/her determination in writing including the reasons for expulsion (“**Expulsion Determination Letter**”). The hearing officer’s written notification to the parents/guardians shall also include information about the appeal and due process rights in regard to the hearing officer’s determination.

ii. Right to Appeal Hearing Officer’s Determination

The parents/guardians (or, if at least 18 years of age, the student) shall have ten (10) days from the Hearing Officer’s Expulsion Determination Letter to submit a written request of appeal (“**Written Appeal Request**”) to the Chief Executive Officer (“**CEO**”) of HSHMC.

In response to the Written Appeal Request, the CEO shall convene a committee of at least four members including at least one board member. The committee may consist of up to two members of the HSHMC Board, principal, a vice principal, the Dean of Students, and the CEO of HSHMC or designee(s). The committee members appointed will be knowledgeable about HSHMC’s bases for expulsion and the procedures regarding expulsion. The committee shall have the right to rescind or modify the expulsion.

The committee shall convene a hearing on the appeal within ten (10) school days of receipt of a timely written request for an appeal.

At the hearing on the appeal, the student shall have the right to representation and the right to present evidence. The committee will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interests of the student and HSHMC. That decision shall be final.

Coversheet

2022-2023 Suicide Prevention Policy

Section: IV. Action Items - Consent Agenda
Item: K. 2022-2023 Suicide Prevention Policy
Purpose: Discuss
Submitted by:
Related Material: Suicide Prevention Policy - 22.23 copy.docx



SUICIDE PREVENTION POLICY
(For Board Approval 8/31/22)

Health Sciences High and Middle College (HSHMC) Board of Directors and its entire educational community is committed to the health, safety and welfare of its students and accepts its mandated responsibility to develop, implement, and make available a comprehensive suicide prevention policy, practices and resources. This includes resources to educate students and parents about available school and community resources to support students experiencing thoughts of suicide. Our intention is to increase help-seeking behavior in students and to ensure students are aware of HSHMC's mental health programs and staff. It is important that all charter school staff are trained to respond and refer students seeking support for themselves or a peer experiencing suicidal ideation.

Be it resolved that, suicide prevention practices and resources will be posted on the charter school's website, a component of staff development, reflected in public service announcements throughout the school, taught in all health classes, and delineated in the student handbook.

The entire charter school community will be aware of the following steps that will be used to adopt this policy.

1. Annual training will be provided to all staff on best suicide prevention practices and school resources and procedures. Staff will learn about recognizing warning signs and responding accordingly. Additionally, training will include information related to:
 - a. The higher risk of suicide among certain groups of students
 - b. Individual risk factors
 - c. Protective factors that may help to decrease a student's suicide risk
 - d. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide.
2. Students will be encouraged to approach any member of the school staff to seek help for themselves and friends. Staff in turn are responsible for immediately contacting either of the charter school principals who jointly serve as the point of contact for students in crisis and to refer students to appropriate resources.
3. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. This will occur in all health classes.
4. When a student is identified as being at risk, they will be assessed by a charter school employed mental health professional who will work with the student and help connect them to appropriate local resources.

5. Students will have access to national resources which they can contact for additional support, such as:
 - a. The National Suicide Prevention Lifeline – 1.800.273.8255 (TALK), www.suicidepreventionlifeline.org
 - b. The Trevor Lifeline – 1.866.488.73.86, www.thetrevorproject.org
6. All staff and students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
7. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

As a generic resource, HSHMC's Board of Directors also accepts the recommendation of our Desert Mountain SELPA to adopt and post the Trevor Project for Proactive Schools and Suicide Prevention which satisfies the requirements for Assembly Bill 2246.

<https://www.hshmc.org/documents/Suicide-Prevention-Policy-AB%202246-2017-2018.pdf>

In addition to the Trevor Project, the Desert Mountain SELPA and the Desert Mountain Children's Center (DMCC) will continue to offer the Youth Mental Health First Aid to HSHMC. In addition, the following resources are also support by the DMCC:

- Proactive Schools: Key components to developing a comprehensive suicide prevention policy.
 - Model School District Policy on Suicide Prevention: <http://www.thetrevorproject.org/pages/modelschoolpolicy>
 - Model School District Policy (Webinar): on same link above.
- Suicide Prevention: Risk factors, protective factors, intervention and referrals.
 - The Lifeguard Workshop: <http://www.thetrevorproject.org/pages/lifeguard>
- Additional Trainings are available regarding student mental health through DMCC:
 - Youth Mental Health First Aid
 - Program Manager – 760.955.3607, www.cahelp.org

Coversheet

Migrant Coursework and Graduation Requirement Procedures

Section: IV. Action Items - Consent Agenda
Item: L. Migrant Coursework and Graduation Requirement
Procedures
Purpose: Discuss
Submitted by:
Related Material:
Migrant Coursework and Graduation Requirement Procedures - changes included
8.23.22.docx

**Coursework and Graduation Requirement Procedures
for Migratory and Newly Arrived Immigrant Pupils**

Commented [NLS1]:

Commented [MOU2R2]:

In accordance with Assembly Bills, AB 167/216, 1806, 2306, 265, and 2121, Health Sciences High and Middle College (HSHMC) accepts coursework satisfactorily completed by the student populations listed below while the student was attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency even if the pupil did not complete the entire course:

- AB 167/216 students in foster care
- AB 1806 students who are experiencing homelessness
- AB 2306 students formally enrolled in juvenile court school
- AB 365 students of active duty military parents/guardians
- AB2121 currently migratory and newly arrived immigrant students who are participating in English language proficiency/newcomer program

Reference for AB2121

Notification:

HSHMC will notify any eligible pupil who transfers after their second year of high school of their eligibility to be exempt from all coursework and other requirements adopted by the HSHMC board that are in addition to the statewide coursework requirements, unless the charter school makes a finding that the youth is reasonably able to complete the additional requirements within 4 years of high school.

Partial Credits:

HSHMC will accept coursework satisfactorily completed by a pupil in foster care, a pupil who is a homeless child or youth, a former juvenile court school pupil, a pupil who is a child of a military family, a pupil who is a migratory child, or a pupil participating in a newcomer program while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the pupil did not complete the entire course, and shall issue that pupil full or partial credit for the coursework completed. Partial credits will be honored.

Students with formal education:

Students in transition who identified as foster youth, students in homeless situations, those transitioning from the juvenile justice system, active duty military dependents or migratory and newly arrived immigrant students who are participating in English language proficiency programs who are newly enrolled in HSHMC after their second year of high school may be eligible to graduate by completing the minimum California state graduation requirements if they are not reasonably able to complete all HSHMC graduation requirements by the end of their fourth year of high school.

Students without formal education:

Students in transition (in their 3rd or 4th year of high school) who are migratory or newly arrived immigrant students who are participating in English language proficiency programs and are newly enrolled in HSHMC with no history of formal education may be eligible to graduate by completing the minimum California state graduation requirements, if they are not reasonably able to complete all HSHMC graduation requirements by the end of their fourth year of high school.

Eligibility Definitions and Criteria:

1. **“Pupil in foster care” means a child who has been removed from his or her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the welfare and Institutions Code, or has been removed from his or her home and is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code under California Education Code Section 51225.1 – HSHMC Inc.’s schools are able to view this data in PowerSchool under student demographics.**
2. **“Pupil who is a homeless child or youth” means a pupil who meets the definition of “homeless child or youth” under Section 11434a(2) of Title 42 of the United States Code. – HSHMC, Inc.’s schools are able to view this data in PowerSchool under student demographics.**
3. **“Former juvenile court school pupil” means a pupil who transfers to a school district, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation from a juvenile court school under California Ed Code Section 51225.2 – HSHMC, Inc. will email the Office of Children and Youth in Transition to verify status.**
4. **“Pupil who is a child of a military family” means a pupil who meets the definition of “children of military families” under California Education Code Section 49701. – HSHMC, Inc.’s schools are able to view this data in PowerSchool under student demographics.**
5. **“Currently migratory child” means a child who has moved with a parent, guardian, or other person having custody, or without a parent or guardian from one school district to another, either within the State of California or from another state within the 12-month period immediately preceding his or her identification a such a child, in order that the child, a parent, guardian, or other member of his or her immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services under California Ed Code Section 51225.2. HSHMC, Inc.’s schools are able to view this data in PowerSchool under student demographics.**
6. **“Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency under EDC 5444. At HSHMC, Inc.’s**

schools, these students must be enrolled in 5th period ELD courses and must also meet the eligibility criteria for transferring after their second year of high school.

Carnegie Unit Conversion Table:

The Carnegie Unit will be used by HSHMC, Inc., schools to convert partial credits for both students entering and exiting HSHMC managed schools. One Carnegie Unit is defined as a total of 120 hours in one subject.

Implementation Entering HSHMC, Inc.

- 1. HSHMC, Inc. will complete the partial credit processing within Two (2) Business Days upon receipt of school transcripts to determine eligibility for partial credits.**
- 2. HSHMC, Inc. will load the partial credits and grades earned into student's transcripts, as appropriate.**
- 3. HSHMC Inc. will provide a transcript to the student/guardian.**

Implementation Exiting HSHMC, Inc.

- 1. HSHMC, Inc. will complete partial credit processing within Two (2) Business Days upon student exiting.**
- 2. HSHMC, Inc. will determine whether the student is eligible for partial credits based on student seat time and withdrawal grades signed by each teacher of record.**
- 3. Once the partial credits are recorded, HSHMC, Inc. will provide student/guardian and requesting high school a copy of the transcript.**