



Health Sciences High and Middle College

HSHMC Board Meeting

Published on February 17, 2025 at 1:23 PM PST

Date and Time

Monday February 24, 2025 at 8:00 AM PST

Location

Sharp Prebys Innovation and Education Center
8695 Spectrum Center Blvd.
San Diego, CA 92123
3rd Floor - Boardroom 323

Join Zoom Meeting

<https://hshmc.zoom.us/j/3720403229?omn=84046876389>

Meeting ID: 372 040 3229

Passcode: Board

Agenda

| | Purpose | Presenter | Time |
|-------------------------|---------------------------|-------------------|----------------|
| I. Opening Items | | | 8:00 AM |
| A. | Record Attendance | | 1 m |
| B. | Call the Meeting to Order | Frederick Johnson | 1 m |

| | Purpose | Presenter | Time |
|---|-----------------|-------------------|----------------|
| C. Approve Minutes | Approve Minutes | Frederick Johnson | 1 m |
| Approve minutes for HSHMC Board Meeting on December 3, 2024 | | | |
| D. Approve Minutes | Approve Minutes | Frederick Johnson | 1 m |
| Approve minutes for HSHMC Emergency Board Meeting on January 22, 2025 | | | |
| II. Public Comment | | | |
| III. Information Items | | | 8:04 AM |
| A. HSHMC Student Representative | FYI | Noor Esmailpour | 3 m |
| B. CEO Comments | FYI | Ian Pumpian | 5 m |
| IV. Open Session: Action Items | | | 8:12 AM |
| A. 2024-2025 Second Interim Financial Report | Vote | Greg Ottinger | 5 m |
| B. LCAP Mid-Year Progress Report | Vote | Dominique Smith | 5 m |
| V. Open Session - Consent Agenda Items | | | 8:22 AM |
| A. Admissions Policy | | Dominique Smith | 1 m |
| B. Bylaws | | Dominique Smith | 1 m |
| C. Conflict of Interest Code | | Dominique Smith | 1 m |
| D. Independent Study Policy | | Dominique Smith | 1 m |
| E. Suspension/Expulsion Policy | | Dominique Smith | 1 m |
| F. Title IX Policy | | Dominique Smith | 1 m |
| G. 2025-2026 Independent Auditor Contract | | Ian Pumpian | 2 m |
| H. Board Secretary/Treasurer and Vice President Appointment | Vote | Frederick Johnson | 5 m |
| I. Consent Agenda Vote on Items A-H | Vote | Frederick Johnson | 5 m |

| | Purpose | Presenter | Time |
|---------------------------|---------|-------------------|----------------|
| VI. Closing Items | | | 8:40 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 HSHMC Board Meeting on December 3, 2024

DRAFT



Health Sciences High and Middle College

Minutes

HSHMC Board Meeting

Date and Time

Tuesday December 3, 2024 at 8:00 AM

Location

HSHMC

Sharp Coronado Hospital

250 Prospect Street

Coronado, CA 92118

3rd Floor - Scoreboard Conference Room

Join Zoom Meeting

<https://hshmc.zoom.us/j/3720403229?omn=84046876389>

Meeting ID: 372 040 3229

Passcode: Board

Directors Present

A. Carpenter, B. Steineckert (remote), D. White (remote), F. Johnson, J. Broad, J. Kramer, M. Byrd, S. Evans

Directors Absent

D. Gross

Ex Officio Members Present

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

Non Voting Members Present

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

Guests Present

G. Ottinger, 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 Dec 3, 2024 at 8:01 AM.

C. Approve Minutes

J. Kramer made a motion to approve the minutes from HSHMC Board Meeting on 08-27-24.

J. Broad seconded the motion.

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

Roll Call

| | |
|----------------|--------|
| A. Carpenter | Aye |
| M. Byrd | Aye |
| D. Gross | Absent |
| J. Kramer | Aye |
| B. Steineckert | Aye |
| D. White | Aye |
| S. Evans | Aye |
| J. Broad | Aye |
| F. Johnson | Aye |

II. Information Items

A. HSHMC Highlights and Student Representative Report

Noor shared a video highlight on "10 Reasons to Enroll at HSHMC" and then reported the following highlights:

- Semester 1 is ending in a few weeks with finals and midterms occurring before winter break.
- HSHMC delivered full Thanksgiving meals to 16 families in need.
- Enrollment is open for the 2025-2026 school year.
- Hospital internships are going very well this year with a lot of amazing hands-on experience. For example:

- Noor is in the Cathlab - she is interested in cardiology and gets to talk to cardiologists.
- She has a friend who is in the ICU who got to watch an endoscopy performed on a patient.
- Homecoming was in October with a "Twilight" theme and was held at Kippy's Center
- ASB held a "Soak a Senior" fundraiser that promoted school spirit and raised funds.
- The 2025 National Honors Society trip to Chicago is scheduled in January where students will attend a Lead Conference focused on Leadership.

B. CEO's Comments

Ian Pumpian discussed the following with the Board:

- Board officer positions are needed including Secretary/Treasurer and Vice President. Fred, Dan, Sheri and Ian will work on this need to bring an action plan for approval to the next meeting. Ian asked board members to consider the roles and let us know if they have any questions and/or interest.
- Building updates: During spring break, construction will be complete on the 3rd and 4th floors. Although the school will be able to move back up to 3rd and 4th floors, it will need to move off the 2nd floor. There is also concern about losing access to the 1st floor (which was not part of original plans). Over the summer, the school may lose access to the entire building. Given that HSHMC has an aggressive and vital summer school program that includes academic intervention, Dr. Pumpian is looking to the District to possibly provide an alternative location.
- An overview on overall school accountability, and how we get measured as a school both internally and externally. This included a review of the California Dashboard indicators with discussion regarding areas of strength (such as graduation rates and college and career indicators) and those needing improvement (i.e. reading and math scores). Pumpian shared the academic history leading to such challenges. Dominique Smith noted some of our current interventions to provide extra support for EL students and those currently testing below grade level.
- HSHMC will meet the conditions for a 5-year charter renewal approval. Conditions for a 7-year approval would have been had the school tested at least 95% of 11th graders in English and Math. The condition of not meeting more than the 95%

requirement was an outcome of rebounding from Covid. There are solid plans in place to assure this requirement is met going forward.

C. Charter Renewal Status

Ian Pumpian noted that copies of the Charter Renewal were provided to the board electronically along with the hard copies made available at today's meeting. HSHMC leadership will be meeting with District at their upcoming site visit on December 10 to discuss any updates in the petition that the District feels is necessary before it goes in front of the SDUSD Board on December 17 for a district staff recommendation to renew. The petition will then go forward to another SDUSD board meeting on January 17 for a vote of approval.

III. Closed Session

A. Independent Auditor Report

Joshua Spoon from Eide Bailley provided an overview of the 2023-2024 audit to the Board in closed session.

IV. OPEN SESSION: Action Items

A. Revised 2024-2025 Budget

Greg Ottinger reported on revisions to the 2024-2025 budget based on additional grant funding and current shifts in revenue and expenses.

S. Evans made a motion to approve 2024-2025 Revised Budget.

J. Kramer seconded the motion.

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

Roll Call

| | |
|----------------|--------|
| F. Johnson | Aye |
| B. Steineckert | Aye |
| J. Kramer | Aye |
| D. Gross | Absent |
| D. White | Aye |
| A. Carpenter | Aye |
| J. Broad | Aye |
| S. Evans | Aye |
| M. Byrd | Aye |

B. 2024-2025 First Interim Report

Greg Ottinger shared information regarding HSHMC's First Interim Report noting that HSHMC is looking positive in terms of revenue and expenses.

J. Broad made a motion to approve the 2024-2025 First Interim Report.

M. Byrd seconded the motion.

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

Roll Call

- J. Kramer Aye
- F. Johnson Aye
- D. White Aye
- S. Evans Aye
- M. Byrd Aye
- B. Steineckert Aye
- J. Broad Aye
- A. Carpenter Aye
- D. Gross Absent

C. 2023-2024 Independent Audit

Greg Ottinger reiterated the auditors' report that there were no issues or findings from Eide Bailley's independent audit of HSHMC's 2023-2024 financials.

S. Evans made a motion to Approve the 2023-2024 Independent Audit.

A. Carpenter seconded the motion.

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

Roll Call

- J. Kramer Aye
- S. Evans Aye
- A. Carpenter Aye
- M. Byrd Aye
- D. Gross Absent
- F. Johnson Aye
- J. Broad Aye
- D. White Aye
- B. Steineckert Aye

D. Revised Fiscal Control Policy

Javier pointed out the updated section of the Fiscal Control Policy that now includes new protocols for pre and post approval for the use of a school credit card. HSHMC has three cards that are issued to Dominique Smith, Javier Vaca, and Doug Fisher to be used to make purchases on behalf of the school for supplies and events.

M. Byrd made a motion to Approve the Updated 2024-2025 Fiscal Control Policy.

J. Kramer seconded the motion.

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

Roll Call

- J. Kramer Aye
- A. Carpenter Aye
- M. Byrd Aye
- D. Gross Absent
- F. Johnson Aye
- D. White Aye

Roll Call

J. Broad Aye
B. Steineckert Aye
S. Evans Aye

V. Closing Items

A. Adjourn Meeting

Closing board discussion invited several ideas about ways to connect HSHMC student participation to Sharp Grossmonts' HealthCare Town program to enhance future recruitment efforts.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:05 AM.

Respectfully Submitted,
S. Johnson

Documents used during the meeting

- Charter School Renewal 2.pdf
- 2024-25 1st Interim Budget - Health Science (2).xlsm
- FY 2024-25 First Interim Report Template - Health Sciences (DISTRICT) (1).xlsx
- C - Health Sciences High and Middle College 2024 FS - DRAFT 11.26.24 (ar).pdf
- Fiscal Control Policy - 2024-2025.pdf

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for HSHMC Emergency Board Meeting on January 22, 2025

DRAFT



Health Sciences High and Middle College

Minutes

HSHMC Emergency Board Meeting

Date and Time

Wednesday January 22, 2025 at 7:30 AM

Location

Teleconferenced from:

HSHMC - 3910 University Avenue, San Diego, CA 92105

Sharp Health Plan - 8520 Tech Way #200, San Diego, CA 92123

Sharp Grossmont Hospital - 5555 Grossmont Center Drive, La Mesa, CA 91942

6732 Bonnie View Drive, San Diego, CA 92119

Sharp Hospital Chula Vista - 751 Medical Center Court, Chula Vista, CA 91911

Sharp HealthCare - 5651 Copley Drive, San Diego, CA 92111

Sharp Mesa Vista - 7850 Vista Hill Avenue, San Diego, CA 92123

Directors Present

A. Carpenter (remote), B. Steineckert (remote), D. Gross (remote), D. White (remote), F. Johnson (remote), J. Broad (remote), J. Kramer (remote), M. Byrd (remote), S. Evans (remote)

Directors Absent

None

Ex Officio Members Present

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

Non Voting Members Present

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

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 Wednesday Jan 22, 2025 at 7:32 AM.

C. Approve Minutes

Approval of the minutes from the December 3, 2024 meeting will be on the agenda for approval at the February 24, 2025 regularly scheduled meeting.

D. Public Comment

No public comment.

II. OPEN SESSION: Action Items

A. Approval of Modified Instructional Minutes

Doug Fisher recommended board approval of the amended instructional minutes given the need to adjust the instructional minutes calendar due to the current building construction schedule. During the spring break, the first and second floors will be moved entirely to the third and fourth floors. A one-day non-instructional day for students is needed on the first day after spring break so that teachers have time to prepare their classrooms for instruction.

D. Gross made a motion to approve the amended instructional minutes to include an additional non-instructional day for students on April 7, 2025.

B. Steineckert seconded the motion.

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

Roll Call

- J. Kramer Aye
- J. Broad Aye
- M. Byrd Aye
- B. Steineckert Aye
- D. Gross Aye
- A. Carpenter Aye
- F. Johnson Aye
- S. Evans Aye
- D. White Aye

B.

Approval of Technology Contracts/Budget Adjustments

Doug Fisher recommended board approval of the Technology Contracts/Budget Adjustments given the need to complete the infrastructure for technology during the current phase of the school building construction. Doing so is a much more efficient building strategy and would mitigate having to re-open walls in the next phase of construction. Fisher recommended spending part of the school's financial reserves now to cover the technology contracts.

D. Gross made a motion to approve the Technology Contracts/Budget Adjustments.

J. Kramer seconded the motion.

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

Roll Call

| | |
|----------------|-----|
| D. Gross | Aye |
| D. White | Aye |
| J. Kramer | Aye |
| M. Byrd | Aye |
| B. Steineckert | Aye |
| A. Carpenter | Aye |
| J. Broad | Aye |
| F. Johnson | Aye |
| S. Evans | Aye |

C. Approval of School Accountability Report Card (SARC)

Dominique Smith reviewed and recommended board approval of HSHMC's 2023-2024 School Accountability Report Card (SARC). It must be publicly posted prior to the February 1, 2025 deadline.

J. Broad made a motion to approve HSHMC's 2023-2024 SARC.

D. Gross seconded the motion.

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

Roll Call

| | |
|----------------|-----|
| A. Carpenter | Aye |
| B. Steineckert | Aye |
| F. Johnson | Aye |
| D. White | Aye |
| M. Byrd | Aye |
| D. Gross | Aye |
| S. Evans | Aye |
| J. Kramer | Aye |
| J. Broad | Aye |

III. Closing Items

A. Adjourn Meeting

Dan Gross suggested that the board hold a discussion at its' next meeting to strategize ways to make up for the potential loss of enrollment due to any student/family impact related to immigration.

Dominique Smith invited the board to come walk through the building on April 10 to see the new improvements on the third and fourth floors of the school's building.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:55 AM.

Respectfully Submitted,
S. Johnson

Documents used during the meeting

- Instructional Minutes - Amended for Board Approval 1:22:2025.pdf
- Sharp Electronic Technology Contract.pdf
- School Accountability Report Card;2023-24.pdf

Coversheet

2024-2025 Second Interim Financial Report

Section: IV. Open Session: Action Items
Item: A. 2024-2025 Second Interim Financial Report
Purpose: Vote
Submitted by:
Related Material: 1 - FY 2024-25 Second Interim Report - Health Sciences.xlsx

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](#):

1 - FY 2024-25 Second Interim Report - Health Sciences.xlsx

Coversheet

LCAP Mid-Year Progress Report

Section: IV. Open Session: Action Items
Item: B. LCAP Mid-Year Progress Report
Purpose: Vote
Submitted by:
Related Material: 24-25_LCAP_Mid-Year_Update.pdf

**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

The Mid-Year Annual Update to the 2024-25 Local Control and Accountability Plan (LCAP) is designed to provide information that informs the planning process for the remainder of the current year and provides direction in the development of the 2025-26 LCAP.

Within this document the LCAP Goal that is related to the metric is listed.

I. Goal 1: All students will benefit from the maintenance of a strong base program that is foundational to building student academic and social/emotional success at HSHMC.

| Metric # | Metric and Baseline | Mid-Year Progress |
|----------|--|--|
| 1.1 | Percent of teachers who are appropriately assigned and fully credentialed, including teachers of English Learners, as measured by Dashboard Local Indicator (Basics). Baseline: 81.1 % of teachers (2021-2022 Data) 100% Teachers of English Learners | 2024-25 All teachers -100% Teacher of English Learners - 100% |
| | Year 1 Target: All teachers -100% Teacher of English Learners - 100% | Year 1 Target: Met |
| 1.2 | Access to Standards aligned instructional materials, as measured by tools in Local Indicator (Basics). Baseline: 100% of students have sufficient access | 2024-25 100% of students have sufficient access |
| | Year 1 Target: 100% | Year 1 Target: Met |
| 1.3 | School facilities are in good repair, as measured by Local Indicator 1 (Basics) Baseline: 100% of the facilities are safe, clean and functional, and maintained in good repair. | 2024-25 100% of the facilities are safe, clean and functional, and maintained in good repair. |
| | Year 1 Target: 100% | Year 1 Target: Met |

Green indicates growth over previous year.

SED – Socioeconomically Disadvantaged; SWD – Students with Disabilities; EL – English Learners

**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

| | | |
|------------|--|----------------------------------|
| <p>1.4</p> | <p>Progress in implementing California state academic standards, as measured by sections 3 and 4 of the Reflection Tool in the Local Indicator for Implementation of Academic Standards This includes programs to enable English Learner students to access ELD standards</p> <p>Baseline: ELA - 5 (Full Implementation and Sustainability) ELD - 5 Math - 5 Science - 5 History- Social Science- 5 CTE - 5 Health - 5 Physical Education - 5 VAPA - 5 World Languages - 5</p> | |
| | <p>Year 1 Target: ELA - 5 (Full Implementation and Sustainability) ELD - 5 Math - 5 Science - 5 History- Social Science - 5 CTE - 5 Health - 5 Physical Education - 5 VAPA - 5 World Languages - 5</p> | <p>Year 1 Target: Met</p> |
| <p>1.5</p> | <p>Percent of students who have access to a Broad Course of Study, as measured by the narrative in the Local Indicator for this metric.</p> <p>Baseline: 100% of all students have access, including unduplicated pupils and individuals with exceptional needs</p> | |

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Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25

| | | |
|-----|---|--|
| | Year 1 Target: 100% | Year 1 Target: Met |
| 1.6 | <p>Student Voice Survey Results</p> <p>Baseline: Survey Question #</p> <p>1. School is a welcoming and friendly place - 84.2% agree</p> <p>10. Teachers respect students - 80.2% agree</p> | <p>We administered the California Healthy Kids Survey (CHKS) since we decided that CHKS was going to provide us with more detailed information about the overall health of our students.</p> |
| | <p>Year 1 Target:</p> <p>#1 - 90%</p> <p>#10 - 88%</p> | Year 1 Target: In progress |

II. Goal 2: Improve student achievement through a defined system of evidence based, high-quality instructional and social-emotional programs, supported by appropriate supplemental strategies and interventions for at-risk student groups.

| Metric # | Metric and Baseline | Mid-Year Progress |
|----------|---|---|
| 2.1 | <p>CAASPP Results as shown on Dashboard - in math and English Language Arts (ELA), disaggregated by student groups</p> <p>Baseline (2023): ELA - 62.3 points below standard (all students)</p> <ul style="list-style-type: none"> • EL - 140.4 pts below standard • Hispanic - 80.9 pts below • SED - 77 pts below • SWD - 121.9 pts below • African Am. - 36.3 pts below | <p>CAASPP Results as shown on Dashboard (2024)- in math and English Language Arts (ELA), disaggregated by student groups</p> <p>2024: ELA - 9.4 points below standard (all students) (increased 52.9 pts)</p> <ul style="list-style-type: none"> • EL - 99.1 pts below (increased 41.3 pts) • Hispanic - 14.9 pts below (increased 65.9 pts) • SED - 27.5 pts below (increased 49.5 pts) • SWD - 76.9 pts below (increased 45 pts) • African Am. - 82.5 pts below |
| | <p>Year 1 Target: ELA - 17 points below standard</p> <ul style="list-style-type: none"> • EL - 65 pts below • Hispanic - 27 pts below • SED - 23 pts below • SWD - 68 pts below • African Am.- 47 pts below | <p>Year 1 Target: ELA all students: Met</p> <ul style="list-style-type: none"> • EL - Not Met • Hispanic - Met • SED - Not Met • SWD - Not Met • African Am. - Not Met |

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**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

| | | |
|-----|--|---|
| | <p>Baseline: Math - 178.7 points below standard (all students)</p> <ul style="list-style-type: none"> • EL - 254.5 pts below standard • Hispanic - 189.5 pts below • SED - 188.1 pts below • SWD - 224.3 pts below • African Am. - 156.5 pts below | <p>Math - 115.5 pts below standard (all students) (increased 63.2 pts)</p> <ul style="list-style-type: none"> • EL - 193.7 pts below (increased 60.8 pts) • Hispanic - 120.6 pts below (increased 69 pts) • SED - 135.5 pts below (increased 52.6 pts) • SWD - 186.6 pts below (increased 37.7 pts) • African Am. - 163.1 pts below |
| | <p>Year 1 Target: Math - 113 pts below standard</p> <ul style="list-style-type: none"> • EL - 164 pts below • Hispanic - 114 pts below • SED - 113 pts below • SWD - 134 pts below • African Am.- 90 pt below | <p>Year 1 Target: Math all students: Not Met</p> <ul style="list-style-type: none"> • EL - Not Met • Hispanic - Met • SED - Not Met • SWD - Met • African Am. - Not Met |
| 2.2 | <p>Other Pupil Outcomes - California Science Test (CAST) results, disaggregated by student groups if available</p> <p>Baseline: 22.89% met or exceeded standards</p> | <p>Other Pupil Outcomes - California Science Test (CAST) results, disaggregated by student groups if available</p> <p>2023-2024: 14.05% Met or Exceeded</p> |
| | <p>Year 1 Target: 35% met or exceeded</p> | <p>Year 1 Target: Not Met</p> |
| 2.3 | <p>English Learner Progress</p> <p>Baseline: 31.7% making progress Reclassification rate = 13.3%</p> | <p>English Learner Progress (2024)</p> <p>2024: 45.7% making progress Reclassification rate = 13.68%</p> |
| | <p>Year 1 Target: 52 % making progress Reclassification rate = 25%</p> | <p>Year 1 Target: Not Met</p> |
| 2.4 | <p>College and Career Indicators- results from Dashboard (disaggregated if statistically appropriate):</p> <ul style="list-style-type: none"> • % Prepared on Dashboard • A-G Completion rate • CTE Pathway Completion rate • Advanced Placement (not offered) <p>Baseline % Prepared: All students - 86.9%</p> | <p>2024 Dashboard</p> <p>% Prepared: All students - 90% (increased 3.1%)</p> |

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**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

| | | |
|-----|--|---|
| | <p>(Very High on Dashboard)</p> <ul style="list-style-type: none"> • EL - 80% • Hispanic - 85% • SED - 87 % • SWD - 54% • African Am. -89% <p>A-G - 89.7% CTE - 26.7%</p> | <ul style="list-style-type: none"> • EL - 87.5% (increased 3.1%) • Hispanic - 89.8% (increased 4.3%) • SED - 88.2% (maintained 1.2%) • SWD - 76.9% (increased 23.1%) • African Am. - 96% (increased 7.1%) <p>A-G - 92.41% CTE - 34.%</p> |
| | <p>Year 1 Target % Prepared: All students - 88% (Very High on Dashboard)</p> <ul style="list-style-type: none"> • EL - 83% • Hispanic - 88% • SED - 88 % • SWD - 60% • African Am. - 89% <p>A-G - 95% for all students CTE Pathway Completion - above 28% for all students</p> | <p>Year 1 Target: Met</p> |
| 2.5 | <p>Graduation Rate, disaggregated</p> <p>Baseline 2023: 97.2% graduated</p> <p>EL - 93.3% SED- 96.9% Hispanic - 98.1% SWD - 88.5% African-American - 92.6%</p> | <p>2024</p> <p>98.5% graduated (increased 1.2%) EL - 97 % (increased 3.6%) SED- 98.2% (increased 1.3%) Hispanic - 98.9% (maintained 0.8%) SWD - 96.3% (increased 7.8%) African-American - 96% (increased 3.4%)</p> |
| | <p>Year 1 Target: 98% all students 97% EL 98% SED 95% SWD</p> | <p>Year 1 Target: Met</p> |
| 2.6 | <p>High School Dropout Rate</p> <p>Baseline: 0.69%</p> | <p>2024: 1.53%</p> |
| | <p>Year 1 Target: maintain below 1%</p> | <p>Year 1 Target: Not Met</p> |

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**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

| | | |
|-----|--|---|
| 2.7 | Suspensions and Expulsions | 2024: |
| | Baseline: Suspensions 0.2% Expulsions 0 Year 1 Target: Suspensions < 1% Expulsions - < 1% | Suspensions: 0.03% Expulsions: 0% Year 1 Target: Met |
| 2.8 | Baseline 2023-2024: Attendance Rate - 90% Chronic Absenteeism - 37.4% | In progress |
| | Year 1 Target: Attendance rate > 95% Chronic Absenteeism <10% | Year 1 Target: In progress |
| 2.9 | Student Voice Surveys on students' and families feelings of connectedness to school, and feeling respected at school Baseline: Safety - 74.4% (I have a teacher I can talk to) Connectedness - 84.2% | We administered the California Healthy Kids Survey (CHKS) since we decided that CHKS was going to provide us with more detailed information about the overall health of our students. |
| | Year 1 Target: Safety - 85% Connectedness - 90% | Year 1 Target: In progress |

III. Goal 3: Student and family voice, in partnership with HSHMC staff, will build engagement and enhance the welcoming and inclusive climate and culture at HSHMC

| Metric # | Metric and Baseline | Mid-Year Progress |
|----------|---|-----------------------------------|
| 3.1 | The Local Indicator on Parent and Family Engagement, for Seeking Input in Decision Making, #10 and #11. Baseline: #10 - Full implementation and Sustainability #11 - Full implementation and Sustainability | |
| | Year 1 Target: #10 - Full implementation and Sustainability #11 - Full implementation and Sustainability | Year 1 Target: In progress |

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**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

| | | |
|-----|---|--|
| 3.2 | Number of outreach events held, Number of parents who attended either one, or more, events Baseline: New metric - baseline to be established in Year 1. Outreach event number - 2 | Family Back of School Night had strong attendance and collaboration. |
| | Year 1 Target: Outreach event number - increase Percent of parents who attended at least one event = increase Percent of parents who attended more than one event = increase | Year 1 Target: In progress |
| 3.3 | Responses on Parent/Family Survey regarding - <ul style="list-style-type: none"> • feeling valued • feeling welcomed Baseline: Parent/Family Climate Survey - <ul style="list-style-type: none"> • feeling valued - 77% Agree or Strongly Agree • feeling welcomed - 68% Agree or Strongly Agree | |
| | Year 1 Target: <ul style="list-style-type: none"> • feeling valued - 83% Agree or Strongly Agree • feeling welcomed - 74% Agree or Strongly Agree | Year 1 Target: In progress |

Green indicates growth over previous year.

SED – Socioeconomically Disadvantaged; SWD – Students with Disabilities; EL – English Learners

Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25

HSHMC Mid-Year LCAP Budget

| Goal # | Action # | Action Title | Student Group | Contributing to Increased or Improved Services? | Total Funds | As of 12/31/24 |
|--------|----------|---|--|---|----------------|----------------|
| 1 | 1.A | Basic Services | All | No | \$3,120,000.00 | \$1,397,673.98 |
| 1 | 1.B | Beyond Credentialing | All | No | \$110,000.00 | \$56,978.71 |
| 1 | 1.C | Facilities and Safety | All | No | \$30,000.00 | \$22,637.21 |
| 1 | 1.D | Academic Program | All | No | \$17,000.00 | \$10,456.50 |
| 1 | 1.E | Social/emotional Safety | All | No | \$20,000.00 | \$23,365.20 |
| 2 | 2.A | Attendance Support | English Learners, Foster Youth, Low Income | Yes | \$60,000.00 | \$16,925.00 |
| 2 | 2.B | Professional Development | English Learners, Foster Youth, Low Income | Yes | \$140,500.00 | \$70,598.00 |
| 2 | 2.C | Educational Options | English Learners, Foster Youth, Low Income | Yes | \$200,000.00 | \$93,726.50 |
| 2 | 2.D | College and Career | English Learners, Foster Youth, Low Income | Yes | \$115,000.00 | \$87,692.00 |
| 2 | 2.E | Positive School Environment | English Learners, Foster Youth, Low Income | Yes | \$140,000.00 | \$38,912.00 |
| 2 | 2.F | Supplemental Support for at-risk students | English Learners, Foster Youth, Low Income | Yes | \$404,000.00 | \$158,858.00 |
| 2 | 2.G | Supplemental Support for English Learners | English Learners | Yes | \$130,000.00 | \$76,915.00 |
| 2 | 2.H | Supplemental Support for Students with Disabilities | Students with Disabilities | No | \$5,000.00 | \$2,992.50 |
| 2 | 2.I | Supplemental Support for SEL | English Learners, Foster Youth, Low Income | Yes | \$55,000.00 | \$27,750.00 |
| 3 | 3.A | Parent Leadership and Advisory Groups | All | No | \$30,000.00 | \$21,426.75 |

Green indicates growth over previous year.

SED – Socioeconomically Disadvantaged; SWD – Students with Disabilities; EL – English Learners

**Health Sciences High and Middle College
LCAP Mid-Year Annual Update for 2024-25**

| | | | | | | |
|----------|------------|-----------------------------------|---|------------|--------------------|--------------------|
| 3 | 3.B | Communication and Outreach | English Learners, Foster Youth, Low Income | Yes | \$20,000.00 | \$16,799.00 |
| 3 | 3.C | Workshops and Trainings | English Learners, Foster Youth, Low Income | Yes | \$30,000.00 | \$16,799.00 |

Green indicates growth over previous year.

SED – Socioeconomically Disadvantaged; SWD – Students with Disabilities; EL – English Learners

Coversheet

Admissions Policy

Section: V. Open Session - Consent Agenda Items
Item: A. Admissions Policy
Purpose:
Submitted by:
Related Material: A - Admissions Policy 2024 - For BOARD APPROVAL 2-25-2025.pdf



Admissions Policy

(Draft for Board Review/Approval 2/24/25)

Student Admission Policies and Procedures

Health Sciences High School and Middle College (HSHMC) will attempt to accommodate all students who apply for admission. **To qualify for admission all three of the following application procedures must be completed**

1. A parent or guardian *must complete and return* a simple, non-discriminatory application by a published deadline.
2. The student and a parent or guardian *must sign* a statement that they are familiar with and agree to abide by all policies and procedures set forth in the Student and Family Handbook. The handbook is available on line and will be available at the school to all families picking up application materials.
3. A student seeking admission to any HSHMC grade *must be successfully promoted* from the prior grade.

If more students apply and qualify than can be admitted to a grade level, priority for admissions will be assigned in the following order:

1. Returning or existing students of the site in good standing.
2. Siblings of current students.
3. Students residing in the school catchment area (currently Central Elementary).
4. Students in the San Diego Unified School District catchment area.
5. Children of employees of Health Sciences High and Middle College and our founding members/partners (e.g. Sharp HealthCare).
6. Children of the founding members of the HSHMC.
7. All other students permitted by law.

If HSHMC receives more applications than there are spaces available in a grade, a single computerized lottery will be held to determine who is offered admission. As names are drawn, applicants will be placed into available openings as described above. Once the initial openings have been filled, the lottery will be temporarily terminated, and chosen applicants will be informed of their option to enroll in the school.

Applicants who have not been chosen will have their names maintained within the applicant pool. When names are drawn, HSHMC will notify the applicants that they have the option of enrolling in the school. Notifications will give applicants at least three full business days to inform the school of the applicant's intentions. In the absence of an affirmative and timely response by phone, letter or email, HSHMC will eliminate the applicant from consideration and draw another name from the lottery. Applicant pools expire annually on October 1, or as otherwise determined by the Board of Directors of HSHMC.

Coversheet

Bylaws

Section: V. Open Session - Consent Agenda Items
Item: B. Bylaws
Purpose:
Submitted by:
Related Material: B - Bylaws and Resolutions - Amended for Board Approval 2-24-2025.pdf

REVISED DRAFT FOR BOARD APPROVAL 2/24/2025

(NOTE: SECRETARY/TREASURER VACANCY TO BE FILLED 2/24/2025)

RESOLUTIONS OF THE BOARD OF DIRECTORS OF HEALTH SCIENCES HIGH AND MIDDLE COLLEGE A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ADOPTION OF BYLAWS

WHEREAS, the Board of Directors (“Board”) has reviewed the proposed set of bylaws for the regulation of the affairs of this Corporation;

RESOLVED, that the bylaws of this Corporation, in substantially the form attached hereto as Exhibit A have been reviewed by the Board and are hereby approved and adopted; and

RESOLVED, FURTHER, that the secretary of this Corporation is hereby authorized and directed to execute a certificate of the adoption of the bylaws and to insert the certified bylaws in the minute book of this Corporation and to keep a copy of the bylaws at the principal executive office in California of this Corporation.

ESTABLISHMENT OF NUMBER OF DIRECTORS

WHEREAS, under Article IV, Section 2 of the bylaws of this Corporation, the number of directors is to be not less than five (5) nor more than thirteen (13) with the exact number established by resolution of the Board;

WHEREAS, after discussion, the Board has determined that it is in the best interests of this Corporation to have eight (8) directors on the Board;

RESOLVED, that the number of directors on the Board of this Corporation be, and hereby is, eight (8).

ELECTION OF OFFICERS

WHEREAS, the Board has considered nominations for the offices of President, Secretary, and Treasurer of the Corporation;

RESOLVED, that the following persons are hereby elected to the offices set forth opposite their respective names:

Dr. Frederick Johnson Chairman

Dr. Ian R. Pumpian CEO/President-Ex-Officio

To be filled 2/24/2025

Secretary/Treasurer

Dr. Sheri Johnson

Deputy Secretary/Treasurer-Ex-Officio

RESOLVED, FURTHER, that such officers shall serve until their resignations are accepted and/or their successors are elected and qualified.

AGENT FOR SERVICE OF PROCESS

WHEREAS, the Board has considered possible agents for service of process;

RESOLVED, that Ian R. Pumpian, Ph.D., who was named as the initial agent for service of process in the Corporation's Articles of Incorporation, is hereby confirmed as the Corporation's agent for the purpose of accepting service of process on the Corporation, and he shall serve as such agent until he resigns or a new agent for service of process is designated by the Board.

PAYMENT OF EXPENSES

WHEREAS, the Board has considered the issue of payment of the expenses associated with incorporation and organization of the Corporation;

RESOLVED, that the officers of this Corporation be, and they hereby are, authorized and directed to pay the expenses of the incorporation and organization of this Corporation, and to reimburse those persons who may have advanced the cost of such expenses on behalf of this Corporation.

BANK ACCOUNTS

WHEREAS, the Board has considered the issue of a bank account for the Corporation; and

WHEREAS, it is deemed to be in the best interests of the Corporation to open one or more such bank accounts;

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to open one or more accounts on behalf of the Corporation at one or more banks as they may, in their discretion, deem necessary or desirable;

RESOLVED, FURTHER, that such officers are hereby authorized to execute and deliver the standard form of resolutions required by such financial institution(s) for opening corporate bank accounts, which resolutions shall specify the types of accounts and the persons and

manner of signing of such persons authorized to draw on the accounts, and that the secretary of this Corporation is hereby authorized and directed to execute the Certificate of Secretary included with such resolutions and to affix the corporate seal of this Corporation thereto if so required, and that such standard form of resolutions are hereby adopted as the resolutions of the Board as if set forth in full herein; and

RESOLVED, FURTHER, that the secretary of this Corporation is hereby directed to insert a copy of such standard form of resolutions and the Certificate of Secretary included therewith in the minute book of this Corporation immediately following these resolutions.

APPLICATIONS FOR TAX EXEMPTION

WHEREAS, the Board has considered the benefits of obtaining federal and California exemptions from tax for the Corporation; and

WHEREAS, it is deemed to be in the best interest of the Corporation to apply for and obtain federal and California tax exemptions for the Corporation;

RESOLVED, that the officers of the Corporation be, and they are hereby are, authorized and directed to make or cause to be made, on behalf of the Corporation, application for federal and California tax-exempt status for the Corporation; and

RESOLVED, FURTHER, that the officers of this Corporation be, and hereby are, authorized and directed to execute and deliver, on behalf of the Corporation, the required applications, documents and instruments for obtaining federal and California tax-exempt status, and to take all such other action as they may deem necessary or appropriate in order to obtain federal and California tax exemptions for the Corporation.

EMPLOYER IDENTIFICATION NUMBER

WHEREAS, the Board believes that it is in the Corporation's best interests to obtain a federal employer identification number;

RESOLVED, that the Corporation's officers are authorized and directed to make such filings and applications as are necessary to secure for the Corporation a federal employer identification number.

FILING OF STATEMENT OF INFORMATION WITH THE CALIFORNIA SECRETARY OF STATE

WHEREAS, the Board believes that it is in the Corporation's best interests to file a Statement of Information with the California Secretary of State;

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to make, or cause to be made, and filed with the California Secretary of State on behalf of the Corporation, a Statement of Information;

RESOLVED, FURTHER, that the officers of this Corporation be, and hereby are, authorized and directed to execute and deliver, on behalf of the Corporation, any and all such documents and instruments as are necessary, and to take all such other action as they may deem necessary or appropriate to effectuate the filing of the above-referenced documents for the Corporation.

ADOPTION OF CONFLICT OF INTEREST CODE (TENTATIVE)

WHEREAS, the Corporation has committed to adopt a Conflict of Interest Code in compliance with the California Political Reform Act; and

WHEREAS, the first step in that process is to adopt the standard code of the Fair Political Practices Commission, including designation of persons required to file annual disclosure forms, in the form attached hereto;

RESOLVED, that the standard code is hereby tentatively adopted and the Board hereby directs its officers to ensure that public notice of intent to adopt the conflict of interest code be published once in a newspaper of general circulation in San Diego County, in form attached hereto, together with any other steps necessary for adoption of the code;

FURTHER RESOLVED, that following expiration of the 45 day notice period so established, the code shall be considered for final adoption by the Board;

GENERAL AUTHORIZATION

WHEREAS, the Board desires that the officers of this Corporation effectuate all of the foregoing resolutions;

RESOLVED, that any one or more officers of this Corporation be, and hereby are, authorized and directed, on behalf of this Corporation, to execute and deliver all such documents and to take all such actions as they may deem necessary or appropriate in order to carry out and accomplish all of the purposes of these resolutions, and that any actions taken by officers or staff of the Corporation prior to the date of this resolution in order to carry out and accomplish all the purposes of these resolutions is hereby ratified and confirmed.

GENERAL DELEGATION AND RATIFICATION

WHEREAS, the Board desires that desires to recognize and ratify the actions taken by Ian R. Pumpian on behalf of the Corporation prior to the date of this meeting and to delegate authority to act on behalf of the corporation, except as provided in the Bylaws:

RESOLVED, that the acts of Ian R. Pumpian, taken on behalf of the Corporation are ratified and confirmed, including but not limited the lease of space for school operations in accordance with the charter; and

FURTHER RESOLVED, that Ian R. Pumpian is delegated full authority to act on behalf of the Corporation, except as expressly reserved in the Bylaws to the Board.

The Secretary of this Corporation is hereby directed to file these resolutions adopted hereby with the minutes of the proceedings of the Board of Directors.

BYLAWS

OF

HEALTH SCIENCES HIGH AND MIDDLE COLLEGE

(REVISED DRAFT FOR BOARD APPROVAL 2/24/2025)

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**BYLAWS
OF
HEALTH SCIENCES HIGH AND MIDDLE COLLEGE**

1.
Purposes

The corporation is organized for the public and educational purposes as specified in its Articles of Incorporation.

2.
Offices

a. Principal Office.

The corporation's principal office shall be located at 3910 University Avenue, San Diego, California, 92105. The Board of Directors ("Board") is granted full power and authority to change the principal office from one location to another within California.

b. Other Offices.

Branch or subordinate offices may at any time be established by the Board at any place or places where the corporation is qualified to do business.

3.
Membership

a. No Members.

Unless and until these bylaws are amended to provide otherwise, this corporation shall have no statutory members, as the term "member" is defined in Section 5056 of the California Nonprofit Corporation Law. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall rest in the Board.

b. Associates.

Nothing in this Article shall be construed to limit the corporation's right to refer to persons associated with it as "members" even though such persons are not members, and no such reference by the corporation shall render anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer, by amendment of its Articles of Incorporation or of these Bylaws, some or all of a member's rights, set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the assets of the corporation, on a merger, on a dissolution, or on changes to the corporation's Articles of

Incorporation or Bylaws, but no such person shall be a member within the meaning of said Section 5056.

4.
Board of Directors

a. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- (1) To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; to fix their compensation; and to require security from them for faithful service;
- (2) To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws;
- (3) To adopt, make and use a corporate seal and to alter the form of the seal from time to time;
- (4) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;
- (5) To carry on a business and apply any revenues in excess of expenses that results from the business activity to any activity in which it may lawfully engage;
- (6) To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;

(7) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and

(8) To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

b. Number and Qualifications of Directors.

The authorized number of directors shall be not less than five (5) or more than thirteen (13), unless changed by a duly adopted amendment to this provision. The exact number of directors shall be fixed within these limits by a resolution of the Board.

The qualifications for directors are generally the ability to attend Board meetings, a willingness to actively support and promote (i) the educational and charitable purposes of the corporation and (ii) Health Sciences High and Middle College, and a dedication to the corporation's educational endeavors; provided that (1) San Diego Unified School District may, but is not obligated to, appoint a member to the Board, and (2) provided that the directors shall be individuals selected from the following:

- (a) The healthcare community;
- (b) The educational community;
- (c) The business community; and
- (d) The general public at-large.

c. Appointment and Term of Office.

(1) Directors shall be selected at an annual meeting of the Board by the directors holding office as of the date of such meeting.

(2) Directors shall be selected for a renewable term of four (4) years or until a successor has been elected. Notwithstanding the foregoing, the members of the Board shall stagger beginning dates of their renewable terms, in order to avoid all Board member term dates being ending term dates to be the same for all members.

Director Approval of Certain Corporate Actions.

The Board must approve the following actions:

the annual budget of the corporation;

any non-budgeted expenditures of the corporation over \$25,000;

- any initial contract for the establishment or operation of, or licensing of rights to, a charter school;
- the removal of directors without cause pursuant to Section 5222 of the California Corporations Code;
- the approval of the sale, lease, conveyance, exchange, transfer, or other disposition of all or substantially all of the assets of the corporation;
- the approval of the principal terms of a merger of the corporation with another organization;
- the approval of the filing of a petition for the involuntary dissolution of the corporation if statutory grounds for such a dissolution exist;
- the approval of the voluntary dissolution of the corporation or the revocation of such an election to dissolve it; and
- the approval of any borrowing of money.

d. Resignation and Removal.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

e. Vacancies.

(1) A Board vacancy or vacancies shall be deemed to exist if any director dies, resigns, or is removed, or if the authorized number of directors is increased.

(2) Notwithstanding Section 5 of this Article, the Board may declare vacant the office of any director who has been convicted of a felony, or has been found to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.

(3) A vacancy on the Board shall be filled only by resolution of the Board. Each director so elected, appointed, or designated shall hold office until the expiration of the term of the replaced director and continue to hold office until a qualified successor has been elected, appointed, or designated.

(4) No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

f. Place of Meeting.

Meetings of the Board shall be held at the principal office of the corporation or at any other place within or without the State of California which has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board.

g. Annual Meeting.

Annually the Board shall meet for the purpose of organization, appointment of officers and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date and place as may be specified and noticed by resolution of the Board.

h. Regular Meetings.

Regular meetings of the Board, including annual meetings, shall be held without call or notice at such times and places as may from time to time be fixed by the Board. Notwithstanding any other provision of these bylaws, to the extent expressly required by law or by contract, all meetings (regular and special) of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) (“Brown Act”).

i. Special Meetings.

Special meetings of the Board for any purpose may be called at any time by the president, the secretary or any two directors. The party calling such special meeting shall determine the place, date and time thereof.

j. Notice of Special Meetings.

(1) Special meetings of the Board may be held only after each director has received four (4) days’ prior notice by first-class mail or forty-eight (48) hours’ notice given personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means, provided that such notice otherwise complies with the Brown Act.

(2) Any such notice shall be addressed or delivered to each director at the director’s address as it is shown on the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if an address is not shown on the corporation’s records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held.

(3) Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of

the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

(4) The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

k. Quorum.

A majority of the directors then in office shall constitute a quorum. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting. directors may not vote by proxy.

l. Consent to Meetings.

Except as otherwise may be provided in the Brown Act, the transactions of the Board at any meeting, however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after regular call and notice if a quorum be present, and if, either before or after the meeting, each director entitled to vote, not present in person signs a written waiver of notice, or a consent to the holding of such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting. Notice of a meeting need not be given to any director who attends the meeting without protesting prior to or at the commencement of the meeting, the lack of notice to such director.

m. Action Without Meeting.

Any action required or permitted to be taken by the Board under any provision of the Nonprofit Public Benefit Corporation Law may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent(s) shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such directors.

n. Telephonic and Electronic Video Meetings.

Members of the Board may participate in a meeting through the use of conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting through use of conference telephone constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at that meeting if (i) each member participating can communicate with all other members concurrently, (ii) each member is provided the means of participating in all matters before the Board including, without limitation, the capacity to

propose, or to interpose an objection to, specific action to be taken, and (iii) the corporation has adopted and implemented some means of verifying both that the person participating in the meeting is a director or other person entitled to participate in the meeting and that all actions of, or votes by, the Board are taken or cast only by the directors and not by persons who are not directors.

o. Adjournment.

A majority of the directors present, whether or not a quorum is present, may adjourn any directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment.

p. Rights of Inspection.

Subject to applicable federal and state laws regarding pupil confidentiality, every director has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation.

q. Board Committees.

The Board may appoint an executive committee and one or more other committees each consisting of two (2) or more directors to serve at the pleasure of the Board, and delegate to such committee any of the authority of the Board, except with respect to:

- i. The filling of vacancies on the Board or on any committee which has the authority of the Board;
- ii. The fixing of compensation of the directors for serving on the Board or on any committee;
- iii. The amendment or repeal of bylaws or the adoption of new bylaws;
- iv. The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- v. The appointment of other committees having the authority of the Board;
- vi. The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- vii. The approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as permitted under Section 24 of this Article.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of directors then in office, and any such committee may be designated as an executive committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board, such committee, or these bylaws shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article IV applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

r. Other Committees.

i. The president, subject to the limitations imposed by the Board, or the Board, may create other committees, either standing or special, to serve the Board which do not have the powers of the Board. The president, with the approval of the Board, shall appoint members to serve on such committees, and shall designate the committee chair. If a director is on a committee, he or she shall be the chair. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

ii. Meetings of a committee may be called by the president, the chair of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

iii. Any member of a committee may resign at any time by giving written notice to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The president may, with prior approval of the Board, remove any appointed member of a committee. The president, with the Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the unexpired portion of the term.

s. Fees and Compensation.

Directors and members of committees shall not receive any compensation for their services; however, the Board may approve reimbursement of a director's actual and necessary expenses incurred in the conduct of the corporation's business.

t. Nonliability of Directors.

No director shall be personally liable for the debts, liabilities or other obligations of this corporation.

u. Interested Persons.

No directors serving on the Board may be interested persons. An “interested person” is (i) any person compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director, and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

v. Standard of Care.

A director shall perform the duties of a director, including duties as a member of any committee of the Board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

(2) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(3) A committee of the Board upon which the director does not serve as to matters within its designated authority, provided the director believes merits confidence and the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

w. Self-Dealing Transactions.

Except as provided in subsection a. below, a self-dealing transactions means transactions to which the corporation is a party and in which one or more of the directors (“interested director(s)”) has a material financial interest and which does *not* meet the requirements of subsection b.i, ii., or iii. below.

i. A self-dealing transaction does not include:

(1) An action by the Board fixing the compensation of a director as a director or officer of the corporation.

(2) A transaction which is part of a public or charitable program of the corporation if the transaction is (A) approved or authorized by the corporation in good faith and without unjustified favoritism, and (B) results in a benefit to one or more directors or their families because they are in a class of persons intended to be benefited by the public or charitable program.

(3) A transaction of which the interested directors have no actual knowledge, and which does not exceed the lesser of one percent (1%) of the corporation's gross receipts for the preceding fiscal year or One Hundred Thousand Dollars (\$100,000).

ii. None of the remedies available under Section 5233(h) of the California Nonprofit Public Benefit Corporation Law will be granted to a party permitted to bring an action under Section 5233(c) of the California Nonprofit Public Benefit Corporation Law (with respect to a self-dealing transaction), if:

(1) The Attorney General, or the court in an action in which the Attorney General is an indispensable party, has approved the transaction before or after it was consummated;
or

(2) The following facts are established:

(a) The corporation entered into the transaction for its own benefit;

(b) The transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction;

(c) Prior to consummating the transaction or any part thereof, the Board authorized or approved the transaction in good faith by vote of a majority of the directors then in office without counting the vote of the interested director(s), and with knowledge of the material facts concerning the transaction and the interested director's interest in the transaction. Except as provided in subsection b.iii. below, action by a committee of the Board will not satisfy this requirement; and

(d) (I) Prior to authorizing or approving the transaction, the Board considered and in good faith determined after reasonable investigation under the circumstances that the corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances, or (II) the corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; *or*

(3) The following facts are established:

(a) A committee or person authorized by the Board approved the transaction in a manner consistent with the standards prescribed for approval by the Board under subsection b.ii above;

(b) It was not reasonably practical to obtain approval of the Board prior to entering into the transaction; and

(c) The Board, after determining in good faith that the conditions set forth in subparagraphs (A) and (B) of this subsection b.iii were satisfied, ratified the transaction at

its next meeting by a vote of a majority of the directors then in office without counting the vote of the interested director(s).

x. Interested Director's Vote.

In determining whether the Board validly met to authorize or approve a self-dealing transaction, interested directors may be counted to determine the presence of a quorum, but an interested director's vote may not be counted toward the required majority for such authorization, approval or ratification.

y. Persons Liable and Extent of Liability.

If a self-dealing transaction has not been approved as provided in Section 24 of this Article, the interested director(s) may be required to do such things and pay such damages as a court may provide as an equitable and fair remedy to the corporation, considering any benefit received by it and whether or not the interested director(s) acted in good faith and with the intent to further the best interests of the corporation.

z. Contracts or Transactions With Mutual Directors.

No contract or other transaction between the corporation and any domestic or foreign corporation, firm or association of which one or more of the corporation's directors are directors is either void or voidable because such director(s) are present at the meeting of the Board or committee thereof which authorizes, approves or ratifies the contract or transaction if:

(1) The material facts as to the transaction and as to such director's other directorship are fully disclosed or known to the Board or committee, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director(s); or

(2) As to contracts or transactions not approved as provided in subsection i. of this Section, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved or ratified.

Notwithstanding the foregoing, this Section shall not apply to self-dealing transactions described in Section 24 of this Article above.

aa. Corporate Loans and Advances.

The corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer, unless approved by the Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director, if, in the absence of such advance, such director or officer would be entitled to be reimbursed for such expenses by the corporation, its parent or any subsidiary.

bb. Annual Report.

Pursuant to Section 6321 of the California Nonprofit Public Benefit Corporation Law, the treasurer shall cause an annual report to be prepared and sent to each director not later than 120 days after the close of the fiscal year. Such annual report shall be prepared in conformity with the requirements of the California Nonprofit Public Benefit Corporation Law as it may be in effect from time to time.

cc. Annual Statement of Certain Transactions and Indemnifications.

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to each of the directors no later than 120 days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 29 of this Article above, this requirement shall be satisfied by including the required information, as set forth below, in such report. Such annual statement shall describe:

(1) Any “covered transaction” (defined below) during the previous fiscal year of the corporation involving (a) more than Fifty Thousand Dollars (\$50,000) or, (b) which was one of a number of “covered transactions” in which the same “interested person” (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any “interested persons” involved in such covered transactions, including such “interested persons” relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the “interested person” is only a partner, only the interest of the partnership need be stated.

(2) For the purposes of this Section, a “covered transaction” is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

1) Any director or officer of the corporation, or its parent or subsidiary;
or

2) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

(3) The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or director of the corporation.

For purposes of this Section, any person described in either paragraph (a) or (b) of subsection ii. above is an “interested person.”

Property Rights.

No director shall have any right or interest in any of the corporation’s property or assets.

General Public Agency Prohibitions Governing Certain Transactions.

Notwithstanding the foregoing Sections, nothing in this Article IV shall be construed to authorize any transaction otherwise prohibited by California Government Code Section 81000 et seq., or other applicable laws.

5.
Officers

a. Officers.

The officers of this corporation shall be a president, a secretary, and a treasurer. The corporation may also have, at the discretion of the Board, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president.

b. Appointment of Officers.

Except as otherwise specified in Sections 3 and 9 of this Article, the officers of the corporation shall be chosen annually by the Board and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

c. Subordinate Officers.

The Board may appoint and may empower the president to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

d. President.

The president is the treasurer of the corporation and has general supervision, direction and control of the business and affairs of the corporation. The president has the general management powers and duties usually vested in the office of president of a corporation, as well as such other powers and duties as may be prescribed from time to time by the Board. The president shall be an ex officio voting member of each Board committee.

e. Secretary.

The secretary shall keep or cause to be kept, at the principal office of the corporation the State of California, the original or a copy of the corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The secretary also shall keep or cause to be kept at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of the Board and its committees,

with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; and the proceedings thereof. The secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

f. Treasurer.

The treasurer officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director. The treasurer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the corporation as shall be ordered by the Board, shall render to the President and the directors, upon request, an account of all transactions as treasurer. The treasurer shall present an operating statement and report, since the last preceding board meeting, to the Board at all regular meetings. The treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

g. Removal and Resignation.

Any officer may be removed, either with or without cause, by the Board at any time. In the case of an officer appointed by the President, the President shall also have the power of removal. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

h. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

6.
Indemnification

a. Definitions.

For the purposes of this Article, “agent” means any person who is or was a trustee, director, officer, or employee of this corporation, or is or was serving at the request of the corporation as a trustee, director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a trustee, director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; and “proceeding” means any threatened, pending completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5b. of this Article.

b. Indemnification in Actions by Third Parties.

This corporation may indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

c. Indemnification in Actions by or in the Right of the Corporation.

This corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted regulator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

(1) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(3) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

d. Indemnification Against Expenses.

To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

e. Required Determinations.

Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article by:

i. A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

ii. The court in which such proceeding is or was pending upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this corporation.

f. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

g. Other Indemnification.

No provision made by this corporation to indemnify its or its subsidiary's trustees, directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this

Article shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

h. Forms of Indemnification Not Permitted.

No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5b. of this Article, in any circumstances where it appears:

i. That it would be inconsistent with a provision of the Articles of Incorporation, these bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

ii. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

i. Insurance.

The corporation shall have the power to purchase and maintain insurance on behalf of any agent of this corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that this corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

j. Nonapplicability to Fiduciaries of Employee Benefit Plans.

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

Indemnification and the California Tort Claims Act.

Notwithstanding any other provision of this Article VI, the corporation shall have the right and obligation to insure, defend, and indemnify the corporation's employees, officers, and directors for all claims brought pursuant to the California Tort Claims Act (Government Code Section 810, et seq.) to the fullest extent allowed under such Act.

7.

Miscellaneous

a. Fiscal Year.

The fiscal year of the corporation shall be a fiscal year ending June 30.

b. Inspection of Corporate Records.

The books of account and minutes of the proceedings of the Board, and of any executive committee or other committees of the directors, shall be open to inspection at any reasonable time upon the written demand of any member of the Board. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts.

c. Checks, Drafts, Etc.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned by or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board or the executive committee, if any, or by the President.

d. Endorsement or Execution of Documents and Contracts.

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the president, certain designated vice-presidents, the secretary or the treasurer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officer(s) had no authority to execute the same. Additionally, by resolution of the Board, general signatory authority may be granted and delegated to other persons on behalf of the corporation. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board or the President. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation to any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

8.

Effective Date and Amendments

a. Effective Date.

These bylaws shall become effective immediately upon their adoption by the vote of a majority of the Board. Amendments to these bylaws shall become effective immediately upon their adoption, unless the Board directs otherwise.

b. Amendments.

These bylaws may be amended or repealed and new bylaws adopted only by the vote of a majority of directors then in office.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Health Sciences High and Middle College, a California nonprofit public benefit corporation, County of San Diego, California, hereby certify as follows:

The attached is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of Health Sciences High and Middle College which was duly and regularly held on the 24th day of February, 2025, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

WITNESS my hand this 24th day of February, 2025

Secretary of the Board of Directors

Health Sciences High and Middle College

Secretary of the Board of Directors of
Board Resolution
of
Health Sciences High School and Middle College (HSHMC)
Approving Amendments of Bylaws

(Draft for Board Approval on 2/24/2025)

AMENDMENT OF BYLAWS

Whereas the authorized number of directors shall be no less than 5 and nor more than 13, HSHMC Bylaws state that **the exact number of voting directors shall be fixed within these limits by a resolution of the board; and**

Whereas HSHMC bylaws state **general qualifications** of its members, and that members shall be selected for **renewable 4-year terms or until successors have been selected**, but also that the **Directors shall stagger dates of renewable terms** to maintain performance consistency as members term out, and

Whereas the filling of Board vacancies is the responsibility of the full board and cannot be delegated, but committees or work groups may be appointed or organized to make recommendations to the Board concerning matters of board development.

Therefore, be it resolved on this date, February 24, 2025:

That, HSHMC Board of Directors play a crucial role in shaping the overall direction and support for the school. Maintaining a strong Board of Directors is key to ensuring the effectiveness of the entire organization. *Strategic policies and practices must be used to guide board recruitment, board development, board diversity and board governance.*

That, the absolute number of voting Board members is to be fixed at 13, anything number less would constitute a vacancy or vacancies. The Board should not feel compelled to immediately fill any vacancy, or vacancies, unless Board members drops below 5. Rather, vacancies can provide the Board the flexibility to act strategically to create a Board, that as a whole, represents the skills, experiences and diversity necessary to maximize HSHMC and its' mission and also to stagger membership terms to maintain stability.

That, at least one member of the Board be a current student at HSHMC selected through the school's Associated Student Body. This member will be a nonvoting member but whose voice on matters that come before the Board and public will be heard and, the student member shall report to the Board matters of student activities, input and concerns.

That, Board succession planning is essential for the long-term success of HSHMC. It involves identifying and developing potential board members who can take on leadership roles in the future. Strategically, the CEO and Board Chairman should work with current board members to identify current member gaps in skills and experience as well as those that will be

created as current members term out. Succession planning should occur regularly, and actions may be necessary based on changing circumstances.

That, the Board should consider either creating a committee or an advisory group, who may, without any decision making authority, assist in examining membership needs and opportunities and in recruiting and vetting potential members. This committee or group would return to the full Board to make public recommendations regarding Board slate and vacancies.

That, prospective members must be well oriented regarding the HSHMC's mission, goals and challenges and, once selected, orientation should include providing them with support and resources so they can fulfill their responsibilities. This may include training, mentoring, and regular communication and feedback.

That, in order to advance succession planning, all current Board members will be polled by Board President by 3/15/24 to declare terms ending 8/24, 8/25, 8/26 or 8/27. In addition, the Board President shall contact each Board member, in June annually, to discuss/confirm their Board term status.

WHEREAS, the Health Sciences High and Middle College Board of Directors reviewed the proposed changes and approved them; and

WHEREAS, a copy of the amendments of the Bylaws is attached hereto as Exhibit A;

RESOLVED, that the Board of Directors accepts the amended Bylaws.

RESOLVED FURTHER, that the officers of Health Sciences High and Middle College, are, and each acting alone is, hereby authorized and directed to take such further action as may be necessary, appropriate, or advisable to implement this resolution and amendment and any such prior actions are hereby ratified, and

We, the undersigned hereby certify that Health Sciences High and Middle College is comprised of seven members, of whom XX constituting a quorum were present at a meeting and duly and regularly called, noticed, convened and held this 27 day of February, 2024, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of XX members and opposed by XX members, and that said Resolution has been recorded in the minute book and is in full force and effect.

Frederick G. Johnson, Board Chairman

Board Secretary/Treasurer (TBD 2/24/2025)

Sheri A. Johnson, Deputy Board Secretary

Coversheet

Conflict of Interest Code

Section: V. Open Session - Consent Agenda Items
Item: C. Conflict of Interest Code
Purpose:
Submitted by:
Related Material: C - Conflict of Interest Code - For board approval 2-24-2025.pdf



(Draft For Board Approval 2/24/2025)

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.
4. No public official or employee shall participate in the making of any government contract in which they, their spouse, or immediate family member has a direct or indirect financial interest, including but not limited to situations where the official or employee could personally gain or lose financially through their involvement in the contract decision (California Government Code Section 1090).

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 |
| Treasurer | 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

Independent Study Policy

Section: V. Open Session - Consent Agenda Items
Item: D. Independent Study Policy
Purpose:
Submitted by:
Related Material:
D - HSHMC _ Independent Study Policy For Board Approval 2-24-2025.pdf



HSHMC Independent Study Policy

(Board Approved 8/27/2024;

Revised for Board Approval on

2/24/25)

This policy specifies conditions and practices related to HSHMC's independent study programs, and that are aligned with applicable law, including Education Code section 51744 et seq. and 5 C.C.R. 11700 et seq. The Board recognizes that current HSHMC policies and practices are, and will continue to be, reviewed and updated subject to new and pending legal requirements.

- 1) Independent study is an option available to students as set forth in HSHMC's current charter and in accordance with applicable law. For each student in independent study, HSHMC will assign a certificated employee to coordinate, evaluate, and provide general supervision of the student's independent study instruction.
- 2) For students in independent study at any grade level, the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete the assigned work is 20 school days.
- 3) When any student fails to complete two (2) assignments during any period of 20 school days or fails to make satisfactory educational progress (defined below), an evaluation is conducted to determine whether it is in the best interests of the student to remain in independent study, or whether the student should return to the regular school program. A written record of the findings of any evaluation shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the student transfers to another California public school, the record shall be forwarded to that school.

Satisfactory educational progress shall be determined based on all of the following indicators:

- a) The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d)(4)-(5).
 - b) The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.
 - c) Learning required concepts, as determined by the supervising teacher.
 - d) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
- 4) HSHMC will provide content aligned to grade level standards that is substantially equivalent to in-person instruction. This shall include access to all courses offered by HSHMC for graduation and approved by the University of California or the California



State University as creditable under the A–G admissions criteria.

- 5) HSHMC’s Independent Study Program is an optional educational alternative for certain students whose needs may be best met through study outside of the regular classroom setting.
 - a) Independent study offers a means of individualizing the educational plan to serve students whose health or other personal circumstances make classroom attendance difficult, for instance.
 - b) As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.
 - c) Regarding students with individualized education programs (IEPs): A student with exceptional needs, as defined in EC § 56026, may participate in independent study if the student’s IEP specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study, the student’s IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education in an independent study placement. The student’s inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive a free appropriate education in an independent study placement.
- 6) 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. All students attending independent study have a seat reserved for them in regular, in-person classrooms.
- 7) For students who participate in Independent Study at HSHMC for at least sixteen (16) schooldays per year:
 - 7.1. If a student does not generate attendance for more than 10 percent of required minimum instructional time over four continuous weeks of HSHMC’s approved instructional calendar, for students found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span, or for students who are in violation of the written agreement, HSHMC shall implement procedures for tiered reengagement. These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all the following:
 - a) Verification of current contact information for each enrolled student.
 - b) Notification to parents or guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation.
 - c) Reach out to the student and/or parent(s) or guardian(s), including connection with health and social services as necessary, to determine the student’s needs for



reengagement.

- d) If the student has failed to complete two (2) assignments during any period of 20 school days or is failing to make satisfactory educational progress as defined in Section 3 herein, HSHMC will schedule a pupil-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's written agreement, and reconsider the independent study program's impact on the student's achievement and well-being.

7.2. For students in grades 9-12, their assigned teacher of record will schedule and offer opportunities for synchronous instruction at least as frequently as set forth in subsection a below.

“Synchronous instruction” means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communications, by a teacher or teachers of record, and involving live two-way communication between the teacher and student.

- a. For students in grades 9-12, inclusive, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction.

HSHMC will document each student's participation in synchronous instruction on each school day, as applicable, in whole or in part, for which synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled synchronous instruction shall be documented as nonparticipatory for that school day for purposes of student participation reporting and tiered reengagement pursuant to Education Code Section 51747.

7.3. A student's parent or guardian may request their student return to in-person instruction from independent study by making a written request to the Principal or their assigned teacher(s) of record. HSHMC will transition the student within five school days.

7.4. Sections 7.1, 7.2, and 7.3 of this policy do not apply to students who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. HSHMC shall obtain evidence from appropriately licensed professionals of the need for students to participate in Independent Study pursuant to this Section 7.4.

- 8) HSHMC's Principal or designee shall ensure that a written master agreement is maintained on file for each participating student as prescribed by applicable law. Each written agreement will contain the following:
 - a) The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress.



- b) The objectives and methods of study for the student's work, and the methods used to evaluate that work.
- c) The specific resources, including materials and personnel, that will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d) A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e) The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f) A statement of the number of course credits or other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g) A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
- h) The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- i) HSHMC will comply with the written independent study agreement signature requirements set forth in Education Code Section 51747(g)(9), including:
 - 1. For a student participating in independent study that is scheduled for sixteen (16) or more school days: Each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as



- having responsibility for the special education programming of the student, as applicable.
2. For a student participating in independent study that is scheduled for fifteen (15) or fewer school days: Each written agreement shall be signed by the student, the student's parent, legal guardian, or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable, during the school year in which the independent study program takes place. It is the intent of the Board that parents or guardians of students will be provided the template agreement at or before the beginning of the school year.
 3. For purposes of this policy, "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 4. Signed written agreements, supplemental agreements, assignment records, work samples, and attendance records assessing time value of work or evidence that an instructional activity occurred may be maintained as an electronic file.
 5. For purposes of this section, an electronic file includes a computer or electronic stored image of an original document, including, but not limited to, portable document format (PDF), JPEG, or other digital image file type, that may be sent via fax machine, email, or other electronic means.
 6. Either an original document or an electronic file of the original document is allowable documentation for auditing purposes.
 7. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the department, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
- j) Before signing a written agreement, the parent or guardian of student may request that HSHMC conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the



decision about enrollment or disenrollment in the various options for learning.

- k) HSHMC may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher employed by HSHMC, or the combined time value of student work product and student participation in synchronous instruction.
 - 1. For purposes of this section, “student work products” may include the daily time value spent by a student engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether student work products are produced, if the computer program documents student participation. HSHMC shall maintain documentation of each hour or fraction of an hour of both student work products (i.e., by assigning a time value to student work products) and the time that the student engaged in asynchronous instruction (e.g., tracking of time spent in asynchronous instruction).
 - 2. For purposes of this section, “student participation in synchronous instruction” may include, but is not limited to, student work produced or performed, or documentation that the student participated in an instructional period either visually or verbally, as verified by a certificated employee and maintained by HSHMC for each hour or fraction thereof of the synchronous instructional offering.
- l) HSHMC will comply with all applicable law regarding independent study, including but not limited to ADA-to-certificated teacher ratio requirements.
- m) HSHMC will comply with all applicable recordkeeping requirements for independent study. This includes maintaining written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. This includes documenting each student’s participation in synchronous instruction as described above in Section 7.2, as applicable.

Coversheet

Suspension/Expulsion Policy

Section: V. Open Session - Consent Agenda Items
Item: E. Suspension/Expulsion Policy
Purpose:
Submitted by:
Related Material: E - Suspension_Expulsion Policy 2-24-2025.pdf



Suspension/Expulsion Policy

(Draft Policy Prepared for Adoption at February 24, 2025 Board Meeting)

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, restorative practices do include a consideration of a wide range of consequences and can be quite significant 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.

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 (or designee) may suspend or expel 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 any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

(i) For suspensions of fewer than 10 days, the principal or principal's designee will provide oral or written notice of the charges against the student and, if the student denies the charges, an explanation of the evidence that supports the charges and an opportunity for the student to present his or her side of the story.

Health Sciences High & Middle College

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(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) The principal or principal's designee will provide timely, written notice of the charges against the student and an explanation of the student's basic rights.

(II) The principal or principal's designee will provide a hearing adjudicated by a neutral officer and/or impartial administrative panel within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate.

(iii) No student shall be involuntarily removed by the HSHMC for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the student shall remain enrolled and shall not be removed until the HSHMC issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

In a case where expulsion from HSHMC is being processed by the governing board of the HSHMC, the CEO or other person designated by the CEO in writing may extend the suspension until the HSHMC governing board has rendered a decision in the action. However, an extension may be granted only if the CEO or the CEO's designee has determined, following a meeting in which the student and the student's parent or guardian are invited to participate, that the presence of the student at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. If the student is a foster child, as defined in Section 48853.5 of the Education Code, the CEO or the CEO's designee, shall also invite the student's attorney and an appropriate representative of the county child welfare agency to participate in the meeting.

A "principal's designee" is one or more administrators at the HSHMC site who has been designated by the principal, in writing, to assist with disciplinary procedures. In the event that there is not an administrator in addition to the principal, a certificated employee (teacher, school psychologist, counselor, etc.) may be specifically designated by the principal, in writing, as a principal's designee to assist with disciplinary procedures.

A student with exceptional needs, as defined in Education Code section 56026, may be suspended or expelled from the HSHMC in accordance with applicable laws and implementing regulations, including



Section 1415(k) of Title 20 of the United States Code and the discipline provisions contained in Sections 300.530 to 300.537, inclusive, of Title 34 of the Code of Federal Regulations. The HSHMC shall immediately notify the student's parent/guardian of a decision to recommend expulsion, provide a procedural safeguards notice, inform the parent/guardian of his or her right to participate in the IEP team meeting. The IEP team meeting must be held within 10 school days of the decision to recommend expulsion, and at a time and place that is convenient to both the parent/guardian and HSHMC personnel. A telephone conference may be substituted for the IEP team meeting. A student with exceptional needs may not be expelled by the HSHMC unless the IEP team has determined that the student's conduct subject to discipline is not a manifestation of his or her disability.

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) N/A
- (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:
 - (A) A message, text, sound, or image.
 - (B) A post on a social network Internet Web site, including, but not limited to:
 - (C) 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).
 - (D) 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.



(E) 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.

(3) 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.

(4) "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.

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 CEO 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.

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 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).

As used in this section, "school property" includes, but is not limited to, electronic files and databases.

For a pupil subject to discipline under this section, a CEO 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.

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 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.

APPEAL OF SUSPENSION

Parents/guardians have 10 school days from the first day of the suspension to file a written request to appeal the disciplinary action to the CEO. During the period of appeal, the suspension remains in effect for the length of time designated. The CEO or CEO's designee shall review the suspension and issue a written decision within 10 school days of receiving the appeal. After considering the request, the CEO or CEO's designee shall render a written decision that shall be in the best interest of the student and the HSHMC. HSHMC may let the suspension remain on the student's record, remove the record of suspension by the end of the school year if no other offenses occur, or remove the record of suspension immediately without conditions. The decision of the CEO shall be final.

Expulsions

In this section, Ed Code and conforming HSHMC policy details regarding expulsion decisions and hearings will be provided to describe the following 4 steps:

1. Principal determines whether student should be expelled.
2. Student is entitled to a hearing following principal's decision to expel. Notices, hearing procedures and timelines are specified further below.
3. The governing board of the school district may conduct the expulsion hearing itself *or* contract with the county hearing officer, *or* with the Office of Administrative Hearings for a hearing officer to conduct the hearing *or* appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the governing board of the school district or employed on the staff of the school in which the pupil is enrolled. The hearing shall be conducted in accordance with all of the procedures established under Ed Code.
4. Following the hearing, final action to expel a student shall be taken only by the board in a public session.

A student shall be entitled to a hearing to determine whether he or she should be expelled. An expulsion hearing shall be held within 30 school days after the date the principal or principal's designee determines that the student has committed any of the above-listed expellable offenses, unless the student requests, in writing, that the hearing be postponed. The CEO or the CEO's designee may grant one or more postponements of the hearing. Within 10 school days after the conclusion of the hearing, the administrative panel shall decide whether to recommend expulsion. The board shall decide to accept the administrative panel's recommendation within 30 school days of the hearing. If compliance by the board of the time requirements is impracticable, the CEO or the CEO's designee may, for good cause, extend the time period for the holding of the expulsion hearing and/or accepting the administrative panel's recommendation for an additional 10 school days. Reasons for the extension of the time for the hearing shall be included as a part of the record at the time the expulsion hearing is conducted.

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Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay. Written notice of the hearing shall be forwarded to the student at least 10 calendar days before the date of the hearing. The notice shall include all of the following:

1. The date, time, and place of the hearing.
2. A statement of the specific facts and charges upon which the proposed expulsion is based.
3. A copy of the disciplinary rules of the Charter School that relate to the alleged violation.
4. A notice of the parent/guardian's or student's obligation to notify the school where the student next enrolls of the student's discipline status.
5. Notice of the opportunity for the student or the student's parent/guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the student's behalf, including witnesses. In a hearing in which a student is alleged to have committed or attempted to commit a sexual assault or sexual battery, a complaining witness shall be given five calendar days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. The administrative panel may call for the removal of a support person who is disrupting the hearing. If one or both of the support persons is also a witness, Penal Code section 868.5 shall be followed for the hearing. The student or parent/guardian is not required to be represented by legal counsel or by a non-attorney adviser at the hearing.

The Charter School shall conduct a hearing to consider the expulsion of a student in a session closed to the public, unless the student requests, in writing, at least five calendar days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the administrative panel appointed to conduct the hearing may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. If the administrative panel appointed to conduct the hearing admits any other person to a closed deliberation session, the parent/guardian of the student, the student, and the counsel of the student also shall be allowed to attend the closed deliberations. If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault or sexual battery, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television. Instead of conducting an expulsion hearing itself, the board may appoint an impartial administrative panel of three or more certificated persons, none of whom is a member of the board or employed by the Charter School. Panel members may include staff from Ingenuity Charter School, other charter schools, and/or local educational agencies.



Within 10 school days after the hearing, the administrative panel shall determine whether to recommend the expulsion of the student to the board. If the administrative panel decides not to recommend expulsion, the expulsion proceedings shall be terminated and the student immediately shall be reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made. The decision not to recommend expulsion shall be final. If the administrative panel recommends expulsion, findings of fact in support of the recommendation shall be prepared and submitted to the board. The findings of fact and recommendation shall be based solely on the evidence adduced at the hearing. If the board accepts the recommendation calling for expulsion, acceptance shall be based either upon a review of the findings of fact and recommendation submitted by the panel or upon the results of any supplementary hearing that the board may order.

The decision of the board to expel a student shall be based upon substantial evidence relevant to the charges adduced at the expulsion or supplementary hearings. Except as provided in this charter, no evidence to expel shall be based solely upon hearsay evidence. The board or administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the board or administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

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

Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the board to expel shall be supported by substantial evidence showing that the student committed any of the acts listed above as expellable offenses.

In hearings that include an allegation of committing or attempting to commit a sexual assault as or to commit a sexual battery, evidence of specific instances, of a complaining witness' prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the panel conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the panel conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness' prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Before the hearing has commenced, the panel or board may issue subpoenas at the request of either the CEO, CEO's designee, or student, for the personal appearance of percipient witnesses at the hearing. After

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the hearing has commenced, the panel or board may, upon request of the CEO, CEO's designee, or student, issue subpoenas. All subpoenas shall be issued in accordance with Sections 1985, 1985.1, and 1985.2 of the Code of Civil Procedure. Enforcement of subpoenas shall be done in accordance with Section 11455.20 of the Government Code. Any objection raised by the CEO, CEO's designee, or student to the issuance of subpoenas may be considered by the panel or board in closed session, or in open session, if so requested by the student before the meeting. Any decision by the panel or board in response to an objection to the issuance of subpoenas shall be final and binding.

If the board or panel determines that a percipient witness would be subject to an unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration.

Service of process shall be extended to all parts of the state and shall be served in accordance with Section 1987 of the Code of Civil Procedure. All witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the state or any political subdivision of the state, shall receive fees, and all witnesses appearing pursuant to subpoena, except the parties, shall receive mileage in the same amount and under the same circumstances as prescribed for witnesses in civil actions in a superior court. Fees and mileage shall be paid by the party at whose request the witness is subpoenaed.

Final action to expel a student shall be taken only by the board in a public session. Written notice of any decision to expel shall be sent by the Charter School to the student or parent/guardian and shall be accompanied by all of the following:

1. Notice that the decision of the board of the Charter School is final. There is no right to appeal the expulsion to the District or County.
2. Notice of the education alternative placement to be provided to the student during the time of expulsion.
3. Notice of the obligation of the parent/guardian or student under Education Code section 48915.1(b), upon the student's enrollment in a new school, to inform that school of the student's expulsion.

The Charter School shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be nonprivileged, disclosable public records. The expulsion order and the causes for the expulsion shall be recorded in the student's mandatory interim record and shall be forwarded to any school in which the student subsequently enrolls upon receipt of a request from the admitting school for the student's records. Decision shall be final.

Coversheet

Title IX Policy

Section: V. Open Session - Consent Agenda Items
Item: F. Title IX Policy
Purpose:
Submitted by:
Related Material: F - Title IX Document copy Amended 2025.pdf



TITLE IX

(For Board Approval – 2/24/2025)

HSHMC does not discriminate on the basis of sex in the education program or in any activity that it operates, as required by Title IX regulations. This requirement not to discriminate in the education program or activity extends to admission and employment. It protects against discrimination based on sex (including sexual harassment). In addition, Title IX protects transgender students and students who do not conform to gender stereotypes. State law also prohibits discrimination based on gender (sex), gender expression, gender identity, and sexual orientation.

Title IX Policies

Prohibits Sex-Based Discrimination, Harassment, Intimidation, and Bullying (including sexual harassment)

- Unwelcome conduct of a sexual nature including, but not limited to, sexual advances, requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature in the educational environment;
- Quid pro quo sexual harassment, placing a condition of receiving a benefit or service on participation in unwelcome sexual conduct; sexual assault, dating violence, domestic violence, or stalking; gender-based harassment

Preventing and remedying sexual harassment in schools is essential to ensuring a safe environment in which students can learn.

Student Sexual Harassment Policy ([HSHMC Student Handbook - link](#))

Gender Equity

- It is the policy of the State of California that all persons, regardless of their gender, should enjoy freedom from discrimination of any kind in the educational institution of the state.

Recruitment, Admissions, and Counseling

- recruitment materials, admission forms, class or career selection materials, admission of students
- counseling services, brochures, materials

Financial Assistance

- procedures and practices for awarding financial assistance to students

Athletics

- requires nondiscriminatory participation based on student interests and abilities
- equal opportunities (equipment, supplies, training facilities, recruitment, support services, etc.)
- financial assistance

Marital or Family Status, Pregnant or Parenting Students

- different treatment on the basis of sex based on parental, family, or marital status
- exclusion in educational programs, or activities based on pregnancy, childbirth, false pregnancy
- lactating students must be provided reasonable accommodations

Discipline

- imposing consequences based on sex, gender identity, failing to conform to stereotypical binary expectations, etc.

Schools, Classes, and Extracurricular Activities

- providing education programs or activities separately on the basis of sex
- requiring or refusing participation by students on the basis of sex
- NOTE: The following are exceptions:
 1. contact sports in physical education
 2. classes or portions of classes...that deal primarily with human sexuality
 3. non-vocational classes and extracurricular activities within a coeducational school if certain criteria are met.

Employment

- employment, recruitment, hiring, promotion, compensation, grants of leave, benefits
- consideration or selection for employment
- based on pregnancy or marital status

Retaliation

- against anyone who has reported, investigated, filed a complaint under Title IX

Your Rights Under Title IX

Pursuant to Education Code 221.8 you have the right to:

1. fair and equitable treatment and you shall not be discriminated against based on your sex.
2. provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics.
3. inquire of the athletic director or your school as to the athletic opportunities offered by the school.
4. apply for athletic scholarships.
5. receive equitable treatment and benefits in the provision of all of the following:
 - equipment and supplies
 - scheduling of games and practices
 - transportation and allowances
 - access to tutoring
 - coaching
 - locker rooms
 - practice and competitive facilities
 - medical and training facilities and services
 - publicity
6. have access to gender equity coordinator to answer questions regarding equity
7. contact the State Department of Education and the California Interscholastic Federation to access information on gender equity laws.

8. file a confidential discrimination complaint with the United States Office for Civil Rights or the State Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
9. pursue remedies if you have been discriminated against.
10. protected against retaliation if you file a discrimination complaint.

Notice of Student Nondiscrimination/Notice of Nondiscrimination

HSHMC, Inc. is committed to making our schools free from unlawful discrimination and providing equal opportunities for all individuals in education. HSHMC, Inc. prohibits discriminatory practices whose purpose or effect has a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment. HSHMC, Inc. promotes programs that ensure that discriminatory practices are eliminated in all activities. Any student who engages in discrimination of another student or anyone from HSHMC, Inc. may be subject to disciplinary action up to and including expulsion.

Any employee who permits or engages in discrimination may be subject to disciplinary action up to and including dismissal. A student or parent/guardian who believes that discrimination has occurred may contact the school principal for immediate resolution. A student or parent/guardian is not required to attempt resolution through the school site before contacting the Title IX Coordinator.

Filing a Report or Informal Complaint of Discrimination, Harassment, Intimidation, or Bullying Based on Sex

HSHMC, Inc. believes discrimination, harassment, intimidation and bullying issues may be resolved at the school site. As such, students, parents, or guardians may report any act of discrimination, harassment, intimidation or bullying based on sex by a student, staff member or third party directly to the Title IX Coordinator for resolution at the school site.

- **Investigation of Reports or Informal Complaints:** The responsible school official will conduct a prompt, thorough and impartial investigation into the complaint which will include, but is not limited to, interviewing the accuser and the accused, asking each to provide names of witnesses, interviewing potential witnesses, and gathering relevant evidence. When sex-based discrimination, harassment, intimidation, and bullying is reported, interim steps will be taken to stop harassment and protect the accuser from further harassment pending outcome of the investigation and/or complaint. A thorough investigation is required to protect the accuser, afford due process to the accused, and to ensure resolution of the issue(s).

At any time during the process students, parents, or guardians, may contact the Title IX Coordinator to report or file an informal complaint directly with HSHMC, Inc. at:

The Title IX Coordinator/Uniform Complaint Officer:

Dr. Oscar Corrigan, Director of Human Resources
Health Sciences High & Middle College, Inc.
3910 University Avenue
San Diego, CA 92105
619-528-9070 ext. 322
ocorrigan@hshmc.org

Procedures for Filing a Formal or Uniform Complaint

Any individual, public agency or organization may file a formal written complaint with the the compliance officer designated above. A student or parent/guardian is not required to attempt resolution through the school site before contacting the School's Title IX Coordinator and/or filing a formal Uniform Complaint.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other handicaps, HSHMC, Inc. staff shall help him/her to file the complaint (Title 5, Section 4600).

The complaint shall be presented to the school principal or designee, who will then give it to the appropriate compliance officer. The school principal or designee will maintain a log of complaints received, providing each with a code number and a date stamp.

Complaints alleging unlawful discrimination or gender bias may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination.

- **Statute of Limitations** - Uniform complaints alleging discrimination, harassment, intimidation and bullying based on sex (including sexual harassment and sexual violence) must be filed no later than six months from the date the complainant first obtained knowledge of the facts of the alleged sexual harassment. The six-month period may be extended for good cause, not to exceed an additional 90 days.
- **Investigation of Uniform Complaints** – HSHMC, Inc. will undertake an effective, thorough, and objective investigation of the allegations and provide a written report within 60 days of the date of receipt of the Uniform Complaint. The report will include a summary of the facts, a decision on the complaint, reason for the decision and corrective actions (if applicable) that have or will be taken, including remedies for the victim. The complainant has the right to present witnesses and evidence.
- **Action** - If HSHMC, Inc. determines that its policies prohibiting discrimination, harassment, intimidation or bullying based on sex have been violated, disciplinary action, up to and including expulsion (for students) or dismissal (for employees) will be taken. Remedial actions which are designed to end the harassment, prevent its recurrence and address its effects on the harassed student, will be provided to the victim. Remedial action(s) will also be required of the school site.
- **Retaliation** – HSHMC, Inc. prohibits retaliation against any participant in the complaint process including witnesses. A separate Uniform Complaint may be filed if retaliation occurs against any individual involved in the processing of discrimination, harassment, or bullying complaint. Each complaint shall be investigated promptly and in a way that respects the privacy of all parties concerned. Follow up with the student will occur to ensure the harassment has stopped and that there is no retaliation.

For more detailed information, or to further pursue a complaint, refer to:

- [Title IX of the Education Amendments of 1972 \(20 United States Code 1681, 1682\)](#)
- [California Department of Education, Title IX](#)

[US Department of Education, Complaints](#)

Title IX Complaint Form

Instructions: This form can be completed to request that Health Sciences High and Middle College (“School”) investigate and make a determination about alleged discrimination under Title IX. Please complete the information below. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact the School’s Title IX Coordinator listed below.

Contact Information and Complainant’s (Victim) Information

Full Name of Person Filing the Complaint: _____

Address:

Phone: _____ Email: _____

Complainant’s (Victim) Full Name (if different from above): _____

Respondent’s (Accused) Information

Respondent’s Full Name: _____

Is the accused a School student? No Yes

If yes, what is the student’s grade and relation to complainant: _____

Is the accused a School staff member? No Yes

If yes, what is the staff member’s relation to the complainant (e.g., teacher)? _____

If no, what is the accused’s affiliation to School? _____

Details of Complaint

Date of the Alleged Incident(s): _____ Location of Alleged Incident(s): _____

Please describe the facts underlying your complaint. Provide details such as the names of those involved, the dates of the incident(s), whether witnesses were present and the names of any witnesses, etc. Please provide any details which you feel might be helpful to a complaint investigator.

Did the sex discrimination occur at School or during a School activity? If so, please describe:

Did this incident interfere with your ability to access or participate in School programs or activities? If so, please describe:

List the individuals involved in the relevant incident(s):

List any witnesses to the incident(s):

Acknowledgments

By submitting this form to the School Title IX Coordinator, I wish to initiate the School's Title IX Grievance Procedures.

Signature of Complainant

Date

Once you have completed this form, please submit it to the Title IX Coordinator:

Dr. Oscar Corrigan
Director of Human Resources
3910 University Avenue, San Diego, CA 92105
619-528-9070 ext. 322
jvaca@hshmc.org

Coversheet

2025-2026 Independent Auditor Contract

Section: V. Open Session - Consent Agenda Items
Item: G. 2025-2026 Independent Auditor Contract
Purpose:
Submitted by:
Related Material: G - Auditor Contract.pdf



February 18, 2025

Dr. Dominique Smith
Principal
Health Sciences High and Middle College
3910 University Avenue, Suite 100
San Diego, CA 92105

You have requested that we audit the financial statements (the financial statements) of Health Sciences High and Middle College (the Organization), which comprise the statement of financial position as of June 30, 2025, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The supplementary information will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole.

1. Schedule of Average Daily Attendance
2. Schedule of Instructional Time
3. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
4. Combining Statement of Financial Position
5. Combining Statement of Activities
6. Note to Supplementary Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information. Our responsibility for other information included in documents containing the Organization’s audited financial statements and auditor’s report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

- Local Education Agency Organization Structure

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America; and the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the California Education Audit Appeals Panel as regulations. As part of an audit in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization’s ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America; and the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the California Education Audit Appeals Panel as regulations.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization’s compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- e. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- i. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare federal and state income tax returns.
- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of Health Sciences High and Middle College. Health Sciences High and Middle College's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. Our firm will advise the Organization with regard to tax positions taken in the preparation of the tax return, but the Organization must make all decisions with regard to those matters.

Reporting

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code.

The audit shall be completed, and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Five bound copies of the audit report may be rendered to the Organization if requested, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the Governing Board of the Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an

opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance with the types of compliance requirements (as applicable) as identified in the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Scott C. Gustafsson is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$30,000 and the tax return will be \$2,500.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit and tax return preparation are completed and a report issued and tax returns delivered, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The final installment will represent the 10% withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the Organization shall withhold 50% of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to Health Sciences High and Middle College information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of Health Sciences High and Middle College information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. The nature of the services to be provided in conjunction with this engagement are such that non-licensee owners may be involved in performing our services for the Organization.

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, if applicable, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in Rancho Cucamonga, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements and tax return that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit and tax return preparation. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in California.

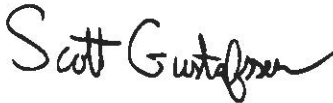
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,




Scott C. Gustafsson, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Health Sciences High and Middle College by:

DocuSigned by:

7A3B61F9C9D64A7...

Name: _____

Title: Principal

Date: 2/19/2025

Certificate Of Completion

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|---|---------------------------|
| Envelope Id: 46CEC329-1329-4192-BD9F-450B161E179B | Status: Completed |
| Subject: Complete with Docusign: Health Sciences High and Middle College 2025 Audit Engagement Letter.pdf | |
| Source Envelope: | |
| Document Pages: 9 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Kathy Shiflet |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 4310 17th Ave. S. |
| | Fargo, ND 58103 |
| | kshiflet@eidebailly.com |
| | IP Address: 47.180.128.19 |

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| 2/19/2025 9:58:52 AM | kshiflet@eidebailly.com | |

Signer Events

Dr. Dominique Smith
 dsmith@hshmc.org
 Principal
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 174.69.247.138
 Signed using mobile

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 Signed: 2/19/2025 10:20:17 AM

Electronic Record and Signature Disclosure:
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 Company Name: Eide Bailly LLP

In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Ashling Rice
 arice@eidebailly.com
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Joshua Spoon
 jspoon@eidebailly.com
 Security Level: Email, Account Authentication (None)

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Scott Gustafsson
 sgustafsson@eidebailly.com
 Security Level: Email, Account Authentication (None)

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 Viewed: 2/19/2025 10:21:33 AM

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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 2/19/2025 10:04:07 AM |
| Certified Delivered | Security Checked | 2/19/2025 10:19:39 AM |
| Signing Complete | Security Checked | 2/19/2025 10:20:17 AM |
| Completed | Security Checked | 2/19/2025 10:20:17 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Eide Bailly LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Eide Bailly LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salesforcehelpdesk@eidebailly.com

To advise Eide Bailly LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at salesforcehelpdesk@eidebailly.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Eide Bailly LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to salesforcehelpdesk@eidebailly.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Eide Bailly LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to salesforcehelpdesk@eidebailly.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|-------------------------|---|
| Operating Systems: | Windows2000 or WindowsXP |
| Browsers (for SENDERS): | Internet Explorer 6.0 or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |

| | |
|----------------------------|--|
| Enabled Security Settings: | <ul style="list-style-type: none"> ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|----------------------------|--|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the æI AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eide Bailly LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eide Bailly LLP during the course of my relationship with you.